

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, June 17, 2025**

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

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

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

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

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:

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

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

TO WATCH MEETING LIVE ON YOUTUBE:

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

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

Register in advance for this meeting:

https://www.zoomgov.com/webinar/register/WN_PweAMDucSfexk2tmnvze3Q

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: 22TRCP00203

- 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: 23STCP00426

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Brian Campbell, BC Urban

PROPERTY:

123 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277

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

NEGOTIATING PARTIES:

Integrative Peptides, LLC

UNDER NEGOTIATION:

Lease Status, Price, and Terms

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

Greg Kapovich, Waterfront & Economic Development Director

Brian Campbell, BC Urban

PROPERTY:

160 International Boardwalk, Redondo Beach, CA 90277

(a portion of APN: 7503-029-902)

NEGOTIATING PARTIES:

Jason Kolb, Scholb Premium Ales, 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

Elizabeth Hause, Community Services Director

PROPERTY:

309 Esplanade, Redondo Beach, CA 90277

NEGOTIATING PARTIES:

Made by Meg - Meg Walker

UNDER NEGOTIATION:

Both Price and Terms

- F.13.** [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:](#)

[MacDonald, Phyllis v. City of Redondo Beach; County of Los Angeles; State of California; and Does 1-10](#)

[Case Number: 25TRCV01747](#)

- 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 JUNE 19, 2025 AS JUNETEENTH IN REDONDO BEACH](#)
- D.2.** [MAYOR'S COMMENDATION TO THE RUHS THEATER ARTS PROGRAM FOR THE AWARDS RECEIVED AT THE 16TH ANNUAL JRAY AWARDS SHOW](#)
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- F.1.** [SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY](#)
CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES 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 JUNE 17, 2025

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

CHECKS 30251-30270 IN THE AMOUNT OF \$22,224.78, PD. 6/6/25
DIRECT DEPOSIT 295884-296538 IN THE AMOUNT OF \$2,359,582.43, PD. 6/6/25
EFT/ACH \$9,310.73, PD. 5/23/25 (PP2511)
EFT/ACH \$467,646.37, PD. 6/2/25 (PP2510)

ACCOUNTS PAYABLE DEMANDS

CHECKS 119869-120152 IN THE AMOUNT OF \$2,185,826.71
REPLACEMENT DEMANDS 119864-119868

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE AN AMENDMENT TO THE AGREEMENT WITH URBAN GRAFFITI ENTERPRISES, INC. FOR GRAFFITI REMOVAL SERVICES FOR AN ADDITIONAL AMOUNT OF \$12,150 AND TO EXTEND THE TERM TO OCTOBER 19, 2025

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

2. APPROVE AN AGREEMENT WITH CHRISTINE WILLIAMS FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "WHIMSICAL WHEELS" AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

3. APPROVE AN AGREEMENT WITH ARMELLE VERVIALLE NGO FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "THE WHIMSICAL WAVE" AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

4. APPROVE AN AGREEMENT WITH GENEVIEVE ESSON FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "PEOPLE ON THE BEACH WITH SEAGULLS"

AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

5. APPROVE AN AGREEMENT WITH RICHARD RAYNER FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "ENTANGLEMENT #34" AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

6. APPROVE AN AGREEMENT WITH COLLEEN ANN MURPHY FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "REDONDO BEACH PIER" AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

7. APPROVE AN AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE EXPANSION OF THE REDONDO BEACH PALLET SHELTER TO EXTEND THE TERM TO JUNE 30, 2026

CONTACT: JOY FORD, CITY ATTORNEY

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.7. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-037, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1 - THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. APPROVE FUNDING AGREEMENT #9200000000M550722 BETWEEN THE CITY AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, FOR THE TRAFFIC SIGNAL COMMUNICATION AND NETWORK SYSTEM - PHASE 2 PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.9. APPROVE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE SOLE SOURCE PURCHASE OF 23 TASER MODEL 7 CONDUCTED ENERGY DEVICES, ACCESSORIES, AND EXTENDED WARRANTIES, FOR A FIVE-YEAR TERM BEGINNING AUGUST 1, 2025 THROUGH AUGUST 1, 2030, IN AN AMOUNT NOT TO EXCEED \$114,323.70, UTILIZING SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.10. APPROVE AN AGREEMENT WITH ERIC ARROYO TO CONDUCT POLICE SWORN AND CIVILIAN APPLICANT BACKGROUND INVESTIGATIONS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$33,000 AND THE TERM JUNE 21, 2025 TO JUNE 20, 2026, WITH AN AUTOMATIC ONE-YEAR EXTENSION THROUGH JUNE 20, 2027, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$66,000

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.11. APPROVE THE CONSENT TO THE SIXTH AMENDMENT OF THE SUBLEASE BETWEEN RDR PROPERTIES, LLC AND JOOMI OH FOR THE PREMISES AT 100 C FISHERMAN'S WHARF

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

- H.12. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-039, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA LEASING CERTAIN PROPERTY TO OPEN LINES SPEECH AND COMMUNICATION, P.C.

APPROVE A LEASE WITH OPEN LINES SPEECH AND COMMUNICATION, P.C. FOR THE PREMISES AT 105 W. TORRANCE BLVD., SUITE 200, FOR THE TERM JUNE 17, 2025 THROUGH JUNE 16, 2030

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

- H.13. APPROVE A THREE-YEAR AGREEMENT WITH INSIGHT PUBLIC SECTOR FOR A MICROSOFT ENTERPRISE LICENSING AGREEMENT WITH AN ANNUAL COST OF \$344,522 AND A TOTAL AMOUNT NOT TO EXCEED \$1,033,567 FOR THE TERM JULY 1, 2025 THROUGH JULY 31, 2028

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

- H.14. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-041, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

- H.15. AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR ASSEMBLY BILL 996, WHICH, IF APPROVED BY STATE LEGISLATORS, WOULD ENHANCE THE CITY'S ABILITY TO COMPLY WITH SEA LEVEL RISE PLANNING REQUIREMENTS

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

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

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

L.1. [PUBLIC HEARING TO SOLICIT INPUT ON THE PUBLIC SERVICE GRANT RECOMMENDATIONS AND THE DRAFT FISCAL YEAR 2025-26 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN](#)

[PUBLIC HEARING PROCEDURE:](#)

- [a. Open the Public Hearing and take testimony;](#)
- [b. Solicit input on the public service grant recommendations and the draft FY 2025-26 Annual Action Plan; and](#)
- [c. Continue the Public Hearing to July 15, 2025.](#)

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

L.2. [CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025-26 PROPOSED BUDGET, 2025-2030 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND ASSOCIATED BUDGET RESPONSE REPORTS](#)

[ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-042, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2025-26](#)

- [a. Reconvene the Public Hearing, take testimony;](#)
- [b. Close the Public Hearing;](#)
- [c. Receive and file Budget Response Reports; and](#)
- [d. Adopt by title only Resolution No. CC-2506-042, incorporating the adjustments identified in BRR 1 & 1\(A\) and the final City Council motion.](#)

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

L.3. [PUBLIC HEARING TO CONSIDER PROPOSED USER FEE AMENDMENTS FOR THE COMMUNITY DEVELOPMENT; COMMUNITY SERVICES; POLICE; AND PUBLIC WORKS DEPARTMENTS](#)

[ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-045, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE POLICE DEPARTMENT USER FEES](#)

[ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-043, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT USER FEES](#)

[ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-046, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE PUBLIC WORKS DEPARTMENT USER FEES](#)

[ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-044, A RESOLUTION OF THE](#)

CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING
THE COMMUNITY SERVICES DEPARTMENT USER FEES

PROCEDURES:

- a. Open Public Hearing and take testimony;
- b. Close the Public Hearing; and,
- c. Adopt by title only Resolution Nos. CC- 2506-043, CC- 2506-044, CC- 2506-045 and CC- 2506-046

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

**N.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE IMPLEMENTATION OF A
FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES FIRST RESPONDER FEE**

DIRECT STAFF TO COMPLETE THE DRAFT AGREEMENT WITH WITTMAN
ENTERPRISES, LLC. TO ADMINISTER THE NECESSARY BILLING SERVICES
ASSOCIATED WITH COLLECTION OF THE EMERGENCY MEDICAL SERVICES
FEE AND RETURN IN JULY WITH AN ITEM FOR CONSIDERATION OF
AGREEMENT APPROVAL

CONTACT: PATRICK BUTLER, FIRE CHIEF

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND CONSIDERATION TO APPOINT A NEW MAYOR PRO TEM

ADOPT BY TITLE ONLY RESOLUTION CC-2506-040, A RESOLUTION OF THE CITY
COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING
RESOLUTION NO. CC-2505-024 BY APPOINTING A NEW MAYOR PRO TEM FOR A
TERM COMMENCING JULY 1, 2025 AND EXPIRING JUNE 30, 2026, AND
APPOINTING DELEGATES AND ALTERNATES TO VARIOUS BOARDS, AGENCIES,
AND COMMITTEES

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: 22TRCP00203

- 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: 23STCP00426

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Brian Campbell, BC Urban

PROPERTY:

123 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277

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

NEGOTIATING PARTIES:

Integrative Peptides, LLC

UNDER NEGOTIATION:

Lease Status, Price, and Terms

- 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

Greg Kapovich, Waterfront & Economic Development Director

Brian Campbell, BC Urban

PROPERTY:

160 International Boardwalk, Redondo Beach, CA 90277

(a portion of APN: 7503-029-902)

NEGOTIATING PARTIES:

Jason Kolb, Scholb Premium Ales, 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

Elizabeth Hause, Community Services Director

PROPERTY:

309 Esplanade, Redondo Beach, CA 90277

NEGOTIATING PARTIES:

Made by Meg - Meg Walker

UNDER NEGOTIATION:

Both Price and Terms

- R.13.** 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:

MacDonald, Phyllis v. City of Redondo Beach; County of Los Angeles; State of California; and Does 1-10

Case Number: 25TRCV01747

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

- T.1.** ADJOURN IN MEMORY OF THOMAS DOTY, FORMER REDONDO BEACH POLICE LIEUTENANT

- T.2.** ADJOURN IN MEMORY OF GERALD FAIRCHILD, FORMER REDONDO BEACH POLICE OFFICER

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, July 1, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



Administrative Report

R.1., **File #** 25-0883

Meeting Date: 6/17/2025

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

Name of case:

City of Redondo Beach, et al. v. California State Water Resources Control Board

Case Number: 20STCP03193



Administrative Report

R.2., File # 25-0884

Meeting Date: 6/17/2025

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

Name of case:

In re 9300 Wilshire LLC

Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER



Administrative Report

R.3., File # 25-0885

Meeting Date: 6/17/2025

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

Name of case:

9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive

Case Number: 23STCP02189



Administrative Report

R.4., File # 25-0886

Meeting Date: 6/17/2025

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

Name of case:

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



Administrative Report

R.5., **File #** 25-0887

Meeting Date: 6/17/2025

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

Name of case:

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

Case Number: 23TRCP00325



Administrative Report

R.6., **File #** 25-0888

Meeting Date: 6/17/2025

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

Name of case:

New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and
DOES 1 through 100, inclusive

Case Number: 23STCV10146



Administrative Report

R.7., File # 25-0889

Meeting Date: 6/17/2025

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

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



Administrative Report

R.8., **File #** 25-0890

Meeting Date: 6/17/2025

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

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

Case Number: 23STCP00426



Administrative Report

R.9., **File #** 25-0891

Meeting Date: 6/17/2025

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

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



Administrative Report

R.10., File # 25-0723

Meeting Date: 6/17/2025

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Brian Campbell, BC Urban

PROPERTY:

123 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277

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

NEGOTIATING PARTIES:

Integrative Peptides, LLC

UNDER NEGOTIATION:

Lease Status, Price, and Terms



Administrative Report

R.11., File # 25-0897

Meeting Date: 6/17/2025

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Brian Campbell, BC Urban

PROPERTY:

160 International Boardwalk, Redondo Beach, CA 90277

(a portion of APN: 7503-029-902)

NEGOTIATING PARTIES:

Jason Kolb, Scholb Premium Ales, Inc.

UNDER NEGOTIATION:

Lease Status, Price, and Terms



Administrative Report

R.12., File # 25-0793

Meeting Date: 6/17/2025

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

PROPERTY:

309 Esplanade, Redondo Beach, CA 90277

NEGOTIATING PARTIES:

Made by Meg - Meg Walker

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

R.13., **File #** 25-0892

Meeting Date: 6/17/2025

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

Name of Case:

MacDonald, Phyllis v. City of Redondo Beach; County of Los Angeles; State of California; and Does 1
-10

Case Number: 25TRCV01747



Administrative Report

D.1., File # 25-0728

Meeting Date: 6/17/2025

TITLE

MAYOR'S PROCLAMATION OF JUNE 19, 2025 AS JUNETEENTH IN REDONDO BEACH



Administrative Report

D.2., File # 25-0915

Meeting Date: 6/17/2025

TITLE

MAYOR'S COMMENDATION TO THE RUHS THEATER ARTS PROGRAM FOR THE AWARDS
RECEIVED AT THE 16TH ANNUAL JRAY AWARDS SHOW



Administrative Report

F.1., File # 25-0893

Meeting Date: 6/17/2025

TITLE

SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

**AGENDA
SPECIAL MEETING
REDONDO BEACH HOUSING AUTHORITY
TUESDAY, JUNE 17, 2025 - 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 June 17, 2025.

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

C3. RECEIVE AND FILE THE QUARTERLY STATUS REPORT ON SECTION 8 AND FAIR HOUSING PROGRAMS

Contact: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

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

H. OLD BUSINESS

I. NEW BUSINESS

**11. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF
A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS
ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES FOR THE
IMPLEMENTATION OF THE FOSTER YOUTH TO INDEPENDENCE
PROTECTION VOUCHER PROGRAM**

Recommendation: Approve MOU with DCFS for the administration of the Foster Youth to Independence Voucher 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, September 2, 2025 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.

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 – June 17, 2025 Special Meeting
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ City Hall Kiosk ✓ City Clerk’s Counter, Door “1”
Meeting Date & Time	June 17, 2025 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 at the date displayed below.

Elizabeth Hause, Housing Administrator

Date: June 12, 2025



Administrative Report

Authority Action Date: June 17, 2025

To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY

From: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Subject: STATUS REPORT ON THE SECTION 8 AND FAIR HOUSING PROGRAMS

RECOMMENDATION

Receive and file a quarterly status report on the Section 8 and Fair Housing Programs.

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 operate the Section 8 Program. Section 8 is a rent assistance program that enables very low-income persons to live in decent, safe and sanitary, privately-owned housing. Program participants in Redondo Beach select their own rental housing per program guidelines. This report includes information regarding Housing Authority activity for the months of January, February, and March of 2025.

The Housing Authority continues to operate the Section 8 Program within its available resources. On May 12, 2025, HUD notified the Housing Authority that it would receive \$8,842,587 in Housing Assistance Payment (HAP) funding for CY 2025. On May 21, 2024, the Housing Authority received notification from the Los Angeles Community Development Authority (LACDA) of continued funding of the Homeless Incentive Program for Fiscal Year 2024-2025. The amount of funding under this agreement, if approved, is not to exceed \$57,179.

Consistent with HUD guidelines and current funding levels, the Housing Authority's goal is to backfill vacant voucher slots as they become available through attrition and/or terminations. The vacant slots are filled by families who are on the Redondo Beach Section 8 waiting list. There are approximately 971 families currently on the Housing Choice Voucher (HCV) program waiting list.

BACKGROUND

Section 8 Program Activity

The Housing Authority is currently assisting 472 households under the Section 8 HCV Program. Of those households, approximately 356 are headed by elderly and/or disabled persons; the remaining 116 are families headed by non-elderly, non-disabled persons.

During the months of April, May and June of 2025, the Housing Authority executed 6 new contracts. The Housing Authority also renewed 140 leases. Two (2) tenants moved out of their subsidized unit and is permanently off the program. During this reporting quarter, the Housing Authority spent \$2,433,012.71 on housing assistance payments. The average per-unit client rent subsidy for this period was \$1,717/month. The Housing Authority's goal, as outlined in the 5-year and 1-year agency plans, is to assist an average of approximately 648 families. The Housing Authority's attrition rate is approximately zero to one per month.

Project-Based Voucher (PBV) Program

Effective July 1, 2024, the Redondo Beach Housing Authority implemented the Project-Based Voucher (PBV) program, which is part of the HCV program. The RBHA allocated 20 project-based vouchers to the Project Homekey site, the Moonstone, owned by Century Moonstone, LLC. Preference for placement at the Moonstone is given to eligible Redondo Beach pallet shelter residents, followed by the Redondo Beach chronically homeless, elderly individuals who are experiencing homelessness or are at risk of being homeless and to honorably discharged Veterans.

The RBHA PBV program will be administered under the City's Housing Choice Voucher Program policies and procedures. Individuals referred to Century Moonstone, LLC will be subject to the same criminal background and income eligibility screening as families accepted through the waiting list. Additionally, PBV program participants will be responsible for complying with the same program rules and federal regulations to maintain their housing assistance.

The RBHA has a total of 20 families housed at The Moonstone. The waiting list for the PBV program is currently open but is by referral only. Referrals must be submitted to the Housing Authority by the City's Homeless Housing Navigator or by an approved Coordinated Entry System (CES) agency.

HUD-VASH Vouchers

Veterans experiencing homelessness are referred to the Housing Authority by the Veteran's Affairs office. RBHA has a total of 34 veterans housed in Redondo Beach under the HUD-VASH program. The goal of RBHA is to utilize all VASH vouchers allocated to the city. The renewal of these vouchers is included in the overall program

Administrative Report

Status Report on the Section 8 Program

Page 3

funding for CY 2025.

Section 8 Funding

Housing Assistance Payments (HAP) are comprised of HUD monies provided to the Housing Authority for rental assistance payments made to landlords on behalf of qualifying Section 8 program participants.

In May of 2025, HUD notified the Housing Authority that it would receive \$8,842,587 in HAP funding for CY 2025 (this is the total funding for the HCV and VASH Program). For comparison purposes, the Housing Authority received \$7,486,748 for CY 2024.

The Housing Authority receives full funding plus ongoing administrative fee funding to administer up to 29 Emergency Housing Vouchers. EHV eligible recipients are individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. RBHA has partnered with the Los Angeles Homeless Services Authority, LAHSA, for program support and family referrals.

On March 6, 2025, all PHA's were directed to stop issuing Emergency Housing Vouchers (EHV). The RBHA will continue to administer the current 21 EHV's with funding available through March 2026. Staff is awaiting further guidance from HUD on how to most efficiently transition current EHV vouchers to potential HCVs.

The EHV Vouchers are already administered under the City's HCV Program policies and procedures, where families accepted through the EHV program will be subject to the same criminal background and income eligibility screening as families accepted through the waiting list. Additionally, EHV families will be responsible for complying with the same program rules and federal regulations to maintain their housing assistance. On February 16, 2022, the RBHA entered into an intra-agency agreement with the Los Angeles County Development Authority (LACDA); this intra-agency agreement allows EHV voucher holders to secure housing anywhere within the Los Angeles County area where their housing voucher is accepted.

Payment Standards

The Department of Housing and Urban Development (HUD) requires Housing Authorities to establish a payment standard in the "basic" approvable range 90%-110% of the published fair market rent (FMR) for Los Angeles County.

The basic range complies with section 24 of the Code of Federal Regulations

Administrative Report

Status Report on the Section 8 Program

Page 4

(CFR)

982.503 and Public and Indian Housing (PIH) Notice 2002-20. Rental rates and rent increases continue to burden many of our low-income families that live in subsidized rental units under the Section 8 program.

On August 4, 2023, the Department of Housing and Urban Development (HUD) granted RBHA an exception payment standard for the HUD-VASH voucher program. The RBHA now has authorization to set the HUD-VASH payment standard between 111% to 160% of the 2024 FMRs. Effective February 1, 2024 the VASH payment standards for RBHA were increased to 135% of the Federal Fiscal Year (FFY) 2024 Fair Market Rents. This increase in payment standard will enable veterans to competitively search and secure housing throughout Los Angeles County.

The Housing Authority reviews and updates its payment standards for the Section 8 rental assistance program on an annual basis or as needed. The payment standards are updated to reflect current rental market conditions to offer Section 8 families greater housing choices. Effective February 1, 2024 RBHA's payment standards for the HCV (Housing Choice Voucher Program) and the EHV (Emergency Housing Voucher Program) were increased to 95% of the Federal Fiscal Year (FFY) 2024 Small Area Fair Market Rents. Payment standards for the HCV, VASH, and EHV programs had been last increased in March 2023. The following Payment Standards became effective February 1, 2024:

	90277 Codes)	90278	VASH (for both Zip
0 Bedroom	\$2,261	\$2,062	\$2,399
1 Bedroom	\$2,546	\$2,328	\$2,708
2 Bedroom	\$3,230	\$2,955	\$3,434
3 Bedroom	\$4,142	\$3,791	\$4,405
4 Bedroom	\$4,570	\$4,180	\$4,860

Housing Authority Staff

The Housing Authority staff consists of 4 full-time and 1 part-time personnel who manage Section 8 client files, interview program candidates from the waiting list, perform housing inspections, provide customer service, and submit required information to HUD.

Administrative Report
Status Report on the Section 8 Program
Page 5

Section 8 Waiting List

The Section 8 tenant-based voucher waiting list has been closed to new enrollees since September 2015. This strategy is consistent with funding, the agency's 5-year plan, and the discretionary authority granted to the Housing Authority. In January 2023 the HCV Section 8 waiting list was purged. Applicants who failed to reply or indicate continued interest were removed from the waiting list. There are now approximately 965 families left on the Redondo Beach Section 8 waiting list. The goal for the waiting list is to maintain an active pool of applicants at all times. Preference on the tenant-based voucher waiting list is given to Redondo Beach residents and to persons who work in Redondo Beach. Priority is also given to the elderly, disabled, families (2 or more people in a household), honorably discharged Veterans of the U.S. Armed Forces, and individuals experiencing homelessness. Section 8 waiting list applicants that wish to check their status on the waiting list are encouraged to visit www.waitlistcheck.com or call (855) 361-9512.

Statistics on the families on the Section 8 tenant-based voucher waiting list are detailed below.

WAITLIST TOTALS *

Applicants on the RBHA Section 8 List	971	
Families with Children	495	50.98%
Elderly Families	262	26.11%
Families with Disabilities	444	45.73%

**there is overlap in categories*

WAITLIST TOTALS BY INCOME

Extremely Low Income	697	71.78%
Very Low Income	227	23.21%
Low Income	0	0.00%
Over Income	47	4.87%

WAITLIST TOTALS BY PREFERENCE

Live or Work in Redondo Beach	2
Honorably Discharged Veterans	0
Families, Elderly or Disabled	947
Ineligible for Preferences	24

Administrative Report
Status Report on the Section 8 Program
Page 6

Fair Housing Program

The Housing Authority continues to refer customers who need fair housing assistance to the Housing Rights Center, an agency partially funded by the City's CDBG Program. Persons needing assistance can contact the Housing Rights Center at (800) 477-5977. Their services include housing discrimination investigations, landlord/tenant mediation and counseling services.

COORDINATION

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

FISCAL IMPACT

The Section 8 Program is funded solely with grant monies from the U.S. Department of Housing and Urban Development. The Housing Authority's funding allocation for FY 2025-26 is \$8,842,587.

Submitted by:
Elizabeth Hause, Housing Administrator

Approved for forwarding by:
Mike Witzansky, City Manager



Administrative Report

Authority Action Date: JUNE 17, 2025

To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY

From: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Subject: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES FOR THE IMPLEMENTATION OF THE FOSTER YOUTH TO INDEPENDENCE PROTECTION VOUCHER PROGRAM

EXECUTIVE SUMMARY

The Foster Youth to Independence (FYI) program is a federally funded housing initiative aimed at preventing homelessness among youth transitioning out of the foster care system. Through a partnership with Los Angeles County DCFS, the Redondo Beach Housing Authority will administer up to five HUD-funded housing vouchers for eligible youth, paired with wraparound supportive services. The program supports housing stability, self-sufficiency, and long-term success for vulnerable transition-age youth. Staff recommends approval of the MOU with DCFS to implement the FYI program locally.

BACKGROUND

In 2024, the Redondo Beach Housing Authority (RBHA) was notified of the Foster Youth to Independence (FYI) initiative, a specialized voucher program launched by the U.S. Department of Housing and Urban Development (HUD). This program provides Tenant Protection Vouchers (TPVs) to youth with current or prior involvement in the foster care system to support their transition to independent adulthood.

Program Purpose

The FYI initiative is designed to prevent homelessness among young people exiting the child welfare system by providing up to 36 months of rental assistance under the Housing Choice Voucher (HCV) program. The program is intended to support youth who:

- Are between the ages of 18 and 24 (have not yet turned 25);
- Are exiting foster care or will exit within 90 days per a transition plan;
- Are homeless or at risk of homelessness.

Eligible youth may qualify for up to an additional 24 months of support if they meet the requirements under the Fostering Stable Housing Opportunities (FSHO) amendments. In

addition to housing support, the program mandates the provision of wraparound supportive services aimed at fostering self-sufficiency.

Roles and Responsibilities

The City's MOU with Los Angeles County DCFS establishes a partnership to implement the FYI TPV program, under which DCFS will identify and support eligible foster youth, and the Redondo Beach Housing Authority will determine eligibility and issue housing vouchers.

RBHA will:

- Accept up to five (5) FYI referrals from DCFS on an on-demand basis;
- Administer vouchers in accordance with federal HCV guidelines;
- Provide orientation and connections to local support programs;
- Coordinate with DCFS monthly to monitor program progress;
- Train DCFS staff as needed on program procedures.

DCFS will:

- Prioritize and refer eligible youth based on vulnerability indicators (e.g., housing instability, lack of family support, disabilities);
- Provide services such as housing search assistance, job readiness support, counseling, life skills training, and education planning;
- Maintain ongoing case management for the duration of each participant's involvement (ideally 36 months);
- Ensure communication and monthly reporting to RBHA;
- Support ongoing collaboration and cross-agency training to enhance program delivery.

Program Goals and Next Steps

The FYI program is part of a broader regional strategy to reduce youth homelessness and improve outcomes for transition-age youth. The program aims to ensure at least 90% of participants remain housed for one year, while promoting long-term stability and self-sufficiency through individualized case planning. If approved, RBHA staff will coordinate with DCFS to implement the program, process referrals, begin monthly reporting, and monitor funding opportunities to sustain or expand participation. Staff recommends the Housing Authority approve the MOU with DCFS, allowing the implementation of the FYI program in Redondo Beach.

COORDINATION

This report was prepared by the Community Services Department.

FISCAL IMPACT

There is no fiscal impact to the City, as the FYI Tenant Protection Vouchers and associated rental subsidies are fully funded by HUD.

Administrative Report
Foster Youth to Independence Voucher Program
Page 3

June 17, 2025

Submitted by:
Elizabeth Hause, Community Services Director

Approved for forwarding by:
Mike Witzansky, City Manager

Attachments:

- MOU Foster Youth to Independence Program

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY
SERVICES
AND
CITY OF REDONDO BEACH HOUSING AUTHORITY FOR
FOSTER YOUTH TO INDEPENDENCE TENANT PROTECTION VOUCHERS**

I. Introduction and Purpose:

Through the Foster Youth to Independence (FYI) initiative, the U.S. Department of Housing and Urban Development (HUD) will provide Tenant Protection Vouchers (TPVs), for youth eligible under the Family Unification Program (FUP), to conform with “Home Together,” the Federal Strategic Plan to prevent and end homelessness. These TPVs will be subject to availability and are collectively referred to as the FUP - FYI TPV Program. Through this targeted allocation, HUD is investing in local, cross-system collaborative efforts to prevent and end homelessness among youth with a current or prior history of child welfare involvement. The success of these efforts requires that community partners coordinate effectively to identify, target, and connect eligible youth at-risk of or experiencing homelessness to housing and related supports.

This Memorandum of Understanding (MOU) is between the County of Los Angeles Department of Children and Family Services (DCFS), and the City of Redondo Beach Housing Authority (PHA).

- a. PHA and DCFS commit to administer the FUP - FYI TPV Program such that, to the maximum extent feasible, it serves to:
 - i. Ensure that rental assistance payments help youth participating in DCFS child welfare system to find affordable and decent housing in a safe and supportive environment;
 - ii. Ensure that youth leaving foster care are safe and secure, and are not subject to inadequate housing as a result of neglect;
 - iii. Empower youth to resolve their own problems, to effectively utilize service systems and community institutions by providing supportive services to address the youths’ needs beyond the housing stabilization;
 - iv. Ensure that problems arising from homelessness or inadequate housing are identified as early as possible and engage youth in a change process to remedy these problems; and,
 - v. Help youth to transition to adulthood and to become self-sufficient.
- b. PHA will cooperate with DCFS to administer the FUP-FYI TPVs and will provide any assistance needed to help DCFS administer and achieve its goals in regard to the FUP - FYI TPV Program. All named agencies will continue to

collaborate in terms of program implementation, modifications to ensure that youth receive the best support possible to ensure housing stability. Over the last several years, DCFS has been working in Los Angeles County with the Homeless Initiative (HI) to formulate a plan to address homelessness within the Los Angeles County. With the guidance of the HI, DCFS has been working on developing a County action plan to address the homelessness issue in Los Angeles County and has established baseline data to assist in accomplishing the goals of HI. This partnership will continue to support the administration of the FUP – FYI TPV program and be integrated into the overall County HI's continuum of services.

- c. The FUP - FYI TPV Program's desired outcomes are as follows:
 - i. At least 90 percent of youth participating in the FUP- FYI TPV Program will obtain and maintain FUP - FYI TPV-subsidized housing for at least one year.
 - ii. Two years after the youth move(s) to a Section 8-subsidized unit or after the date of reunification, in the case of a previous out-of-home placement, at least 65 percent of such youth will remain with their families whether or not they continue living in Section 8-subsidized housing.
- d. The names, staff positions, and contact information at DCFS and PHA who will serve as the lead FUP - FYI TPV Program liaisons are as follows:

Name, title and address of DCFS liaisons:

County of Los Angeles
Department of Children and Family Services
510 S. Vermont Ave, 14th Floor
Los Angeles, CA, 90020
Attention: Michael Scoggins, Children Services Administrator III
Email Address: scoggm@dcfs.lacounty.gov
Phone Number: (213) 763-9334

Robert Castaneda, Children Services Administrator II
510 S. Vermont Ave, 14th Floor
Los Angeles, CA, 90020
Email Address: castara@dcfs.lacounty.gov
Phone Number: (213) 763-9307

Name and title of PHA liaison:

City of Redondo Beach
Community Services Department
1922 Artesia Blvd.

Redondo Beach, CA 90278
Attention: Elizabeth Hause
Email Address: elizabeth.hause@redondo.org
Phone Number: (310) 697-3391

II. **Term**

The term of the MOU will be effective on June 3, 2025, and will continue through July 31, 2027, unless terminated earlier pursuant to the terms of this agreement.

III. **Statement of Cooperation:**

DCFS agrees to cooperate with HUD and will provide requested data to HUD or HUD-approved contractor(s), delegated with the responsibility of program evaluation, consistent with applicable confidentiality laws, including but not limited to California Welfare and Institutions Code section 827, et seq., and to follow all evaluation protocols established by HUD or HUD-approved contractor(s), including other applicable assignment procedures. All named agencies will communicate on an ongoing and as needed basis to ensure that HUD receives the requested information.

IV. **Definition of Youth Population Eligible for FYI TPV Assistance:**

The FUP-eligible youth is defined as a youth that DCFS has certified to be:

- a. at least 18 years old, and not more than 24 years of age, and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age 16 or older; and
- b. homeless or at-risk of becoming homeless, as these terms are defined at 24 CFR 578.3 and 24 CFR 576.2.

Eligibility is not limited to single persons, for example, pregnant and/or parenting youth are eligible to receive assistance if they meet eligibility requirements.

V. **Housing Search Assistance:**

DCFS-involved youth are impacted by issues of child abuse and neglect and have multiple and complex challenges due to other issues including health, mental health, substance abuse, and domestic violence that impact the youth's ability to obtain and maintain stable housing.

DCFS will identify and prioritize at-risk homeless youth and work closely with PHA to assist FUP-eligible youth to locate housing units and to secure appropriate eligible units.

DCFS will provide case management services to youth with open DCFS case(s) through various contracted providers that offer various services such as in-home counseling, teaching and demonstrating life skills, short term counseling, long term mental health counseling, domestic violence and substance abuse services, parenting classes, transportation, concrete supports (food, clothing, financial assistance with rent and deposit, furniture and appliances) and advocacy to navigate various public systems. Additionally, DCFS will provide housing stabilization and case management. These services will be provided prior to and after permanent housing is secured and will be focused on coordinating and delivering services that ensure long-term housing stability.

VI. **Services to Be Provided to FUP-Eligible Youths:**

FUP-eligible youths will be an integral part of the FUP - FYI TPV Program. Based on the youth's needs, PHA will designate up to 5 TPVs for FUP-eligible youth on an on-demand basis.

Currently, DCFS' youth receive various services such as those outlined below either directly through DCFS or through contracted community providers. All youth who are in the FUP - FYI TPV Program are eligible to receive the following services as needed and as outlined in their individual case plans:

- a. Basic life skills information and counseling on money management, use of credit, housekeeping, proper nutrition concepts, meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- b. Counseling on compliance with rental lease requirements and with Housing Choice Voucher (HCV) program participant requirements, including assistance or referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
- c. Providing assurances to owners of rental property that are reasonable and necessary to assist a FUP-eligible youth to rent a unit with a TPV;

- d. Job preparation and attainment counseling (where to look, how to apply, appropriate dress code, grooming, relationships with supervisory personnel, etc.);
- e. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance and financing of education at a technical school, trade school or college; including successful work ethic and attitude models; and
- f. Formulation of needs assessment and individualized case plan for each FUP- eligible youth detailing services to be received and ensuring participation of each FUP-eligible youth in assessment and implementation of actions taken to address their needs (includes obtainment of FUP-eligible youth's commitment to plan to satisfy the requirement to sign a service plan agreeing to attend counseling and training sessions and take other actions as deemed appropriate to youth's successful transition from foster care).
Note: A youth's failure to fulfill obligations under the service plan is not grounds to terminate the youth from the FUP – FYI TPV Program.

All the above services will be provided for a period of up to 36 months to FUP-eligible youth receiving rental assistance through the use of a FYI TPV, regardless of age. For example, if a FUP-eligible youth enters the program at age 24, DCFS may continue to provide 36 months of service, even though after two months, the youth no longer meets the initial age of eligibility requirements.

VII. **PHA Responsibilities:**

PHA agrees to the following:

- a. PHA will accept referrals of youth certified by DCFS as eligible for assistance under FUP - FYI TPV. PHA, upon receipt of the referrals from DCFS, will enter the clients' information into the PHA's client data management system. If the youth has already been entered into the PHA's client data management system as an applicant on the HCV waitlist, the data management system will produce a message indicating that a duplicate record exists.
- b. PHA will determine if youth ages 18 through 24 referred by DCFS are eligible for HCV assistance and place eligible youths on the HCV waitlist. Eligibility will be determined in accordance with the applicable HCV regulations and procedures, including income determinations incorporating Electronic

Verification and HUD's Enterprise Income Verification system, as applicable, and asset verification. If a youth is found to be ineligible for not meeting the HCV requirements, including but not limited to, income eligibility, or not passing criminal background checks, the PHA reserves the right to deny the issuance of a voucher for that referral.

- c. PHA will administer the FUP – FYI TPVs to FUP-eligible youth with identified housing needs. FUP-eligible youth may also be enrolled in or eligible to participate in DCFS Youth Development Services program, that provides comprehensive services and resources to assist Transition Age Youth (TAY) successfully transition from dependency to self-sufficiency.
- d. PHA will amend the administrative plan, in accordance with applicable program regulations and requirements, if needed.
- e. PHA will administer the FUP – FYI TPVs in accordance with all applicable program regulations and requirements.
- f. PHA will refer FUP-eligible youth to the Family Self Sufficiency Program Coordinator, if needed, who will assist and connect the youth to related programs and services with the objective to reduce the dependency on welfare assistance, HCV assistance, public assistance, or any Federal, State, or local rent or homeownership subsidies.

This is accomplished by providing linkages to resources within the community, which may include but are not limited to case management, job training, educational workshops, counseling, and other forms of social assistance that assist participants in achieving economic independence. Participation by the FUP-eligible youth is voluntary.

- g. PHA will comply with the provisions of this MOU.
- h. If changes are made to the rules governing the FUP - FYI TPV or to PHA's HCV policies and procedures as they pertain to FUP - FYI TPV, or in the event that new DCFS staff are assigned to the FUP - FYI TPV Program, PHA will conduct training to ensure that DCFS staff are familiarized with PHA's current HCV procedures as they pertain to the FUP - FYI TPV Program and have the capacity to interface with PHA effectively throughout the referral process. During such training, DCFS will be provided with any updated PHA forms pertaining to the FUP - FYI TPV process and will be briefed on any

updated FUP - FYI TPV rules and/or updated PHA HCV policies and procedures pertaining to the program.

VIII. **DCFS Responsibilities:**

DCFS commits to the following plan:

- a. DCFS will identify and prioritize FUP-eligible youth whose housing stability is impacted by the following:
 - Currently homeless or living in an unsafe environment for youth (which could be due to criminal activity, sex abuse, condition of the home, etc.);
 - History of substance abuse, mental health issues, evictions, unstable housing, frequent moves, absent without leave, child welfare involvement;
 - Current physical, mental, or emotional disabilities;
 - Lack of job skills or ability to work; and,
 - Lack of safe and appropriate family support.
- b. DCFS will ensure that referrals are made as the youth are identified, and not only upon successful completion of other aspects of case management plans.
- c. DCFS will identify FUP-eligible youth who are current and former foster youth. Priority will be given to those who are at-risk of becoming homeless and will or have recently exited one of DCFS' housing programs. FUP-eligible youth who receive FUP – FYI TPVs will receive case management services.
- d. DCFS will provide all FUP-eligible youth with case management services that include the completion of ongoing case planning needs assessments as well as termination needs assessments. During the development of the needs assessments, a FUP-eligible youth will report whether they have a permanent housing exit destination or if they instead require housing assistance because they are at risk of becoming homeless.
- e. DCFS will commit sufficient staffing resources to the FUP - FYI TPV Program to ensure that the foregoing process is carried out as efficiently as possible.

- f. DCFS will provide written certification to PHA that a youth is FUP-eligible, based upon the criteria established in HUD's Foster Youth to Independence Tenant Protection Vouchers (FYI-TPV) policy.
- g. DCFS will communicate with PHA via a monthly FUP - FYI TPV report maintained by PHA, which will track each referred FUP-eligible youth throughout the lifetime of the FUP- FYI TPV process. The Monthly FYI TPV Report includes data points for the date of the youth's first interview appointment, the date of the TPV appointment, and the date the client is issued a FYI TPV. PHA will communicate with DCFS on a monthly basis to identify whether or not PHA has any identified FUP – FYI TPVs available for issuance.
- h. FUP-eligible youth will receive ongoing case management services, including, at minimum: ongoing needs assessments and referrals to Community Based Supportive Services (CBSS) and to Supportive Housing Division service providers for comprehensive services and resources to assist youth with to successfully transitioning from dependency to self-sufficiency. CBSS providers will provide regular contact for at least six months subsequent to FUP - FYI TPV issuance, and, ideally for 36 additional months during the period of FUP - FYI TPV participation.
- i. FUP-eligible youth, whose DCFS cases are terminated, will also be provided with Prevention and Aftercare support that includes case navigation, linkages to services, parenting education, financial literacy training, structured parent-child and family-centered activities, neighborhood and community action groups, peer support groups, and other concrete services.
- j. Upon notification that FUP - FYI TPVs have been issued, DCFS' program manager will train the PHA staff on the DCFS referral procedures, as needed. Agencies will develop cross training to ensure consistency in the program administration.
- k. DCFS will conduct monthly meetings with PHA to continue the services collaboration to ensure the ongoing administration of the FUP - FYI TPV Program and to continue the collaboration for the Countywide initiative to address homelessness.
- l. DCFS will comply with the provisions of this MOU.

IX. **Confidentiality**

To the maximum extent provided under law, the parties to this MOU will comply with all applicable laws pertaining to confidentiality including, but is not limited to, the confidentiality provisions of California Welfare and Institutions Code §§ 827 and 10850, as well as California Department of Social Services Manual of Policies and Procedures Division 19, FERPA, (20 U.S.C. § 1232g), and 34 CFR Part 99.

X. **Data Privacy and Security**

All parties shall ensure that all data related to the FUP - FYI TPV Program is managed and stored in compliance with applicable federal, state, and local data privacy laws and regulations including the Information Security and Privacy protocols outlined in the attached Exhibit A: Information Security and Privacy Requirements. This exhibit provides comprehensive guidance on confidentiality, data handling, and information protection. The parties shall establish clear protocols for data sharing, ensuring that only authorized personnel have access to sensitive information.

XI. **Notices**

All notices, consents, requests, demands, and other communications required under this MOU will be in writing and will be deemed effective: 1) by electronic mail; 2) personal delivery; 3) confirmed delivery by courier services; or 4) the United States mail, addressed to the FUP - FYI TPV Program Liaison set forth in Section I.(d) above.

Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this section.

XII. **Assignment**

No right or obligation arising under this MOU is assignable by PHA or DFCS, in whole or in part, without the prior written consent of the other party.

XIII. **Independent Contractor Status**

PHA and DCFS will perform the services as contained herein as independent contractors, not as an employee of the other party or under the other party's supervision or control. This MOU is by and between PHA and DCFS, and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between PHA and DCFS.

XIV. **Amendments**

Any changes, modification, or extension to this MOU will be enacted only by a written amendment executed by PHA and DCFS.

XV. **Termination**

Either party may terminate this MOU with or without cause but will endeavor to give 30-day prior written notice. The notice of termination will specify the date upon which such termination becomes effective.

XVI. **Entire Agreement**

This MOU constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous agreements relating to the subject matter of this MOU.

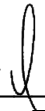
[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, DCFS AND PHA by and through their duly authorized representatives have caused this MOU to be subscribed to on the day and year first above written.

CITY OF REDONDO BEACH
PUBLIC HOUSING AUTHORITY

COUNTY OF LOS ANGELES
DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

By: _____
James A. Light,
Chairman of the Housing Authority

By:  _____
Brandon T. Nichols,
Director

Date: _____

Date: 05/19/25

ATTEST:

ATTEST:

By: _____
Eleanor Manzano,
Clerk-Controller of the Housing Authority

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:
BY THE OFFICE OF LOS ANGELES
COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By: _____
Joy Ford,
Legal Counsel of the Housing Authority


By:  _____
David Beaudet,
Senior Deputy County Counsel

EXHIBIT A
INFORMATION SECURITY AND PRIVACY REQUIREMENTS

See the attached requirements.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, data, information, and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, data protections, information security, confidentiality, availability, and integrity of such information. The Information Security and Privacy Requirements and Procedures in this Exhibit are to be established by the Contractor before the effective date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County information against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of information being accessible and usable upon demand by an authorized entity (workforce member or process).
- b. **Confidentiality:** the condition that information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the information.
- c. **County Information:** all data and information belonging to the County.
- d. **Data:** a subset of information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with information technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards, and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County’s information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display,

switching, interchange, transmission, or reception of data or information.

- j. **Integrity:** the condition whereby data or information has not been improperly modified or destroyed and authenticity of the data or information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows information technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed, by its top management.
- m. **Privacy Program:** a formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls implemented or proposed for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event. Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact the County's operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an information system via unauthorized access, destruction, disclosure, modification of information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network, or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain an agency-wide Information Security Program designed to evaluate risks to the confidentiality, availability, and integrity of the County's information covered under this Contract.

The Contractor's Information Security Program shall include the creation and maintenance of information security policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and address new and emerging threats and risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting the County's information that the Contractor exercises with respect to its own information and data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of County information.

The Contractor's Information Security Program shall:

- Protect the confidentiality, integrity, and availability of County information in the Contractor's possession or control;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of

County information;

- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County information;
- Protect against accidental loss or destruction of, or damage to, County information; and
- Safeguard the County's information in compliance with any applicable laws and regulations, which applies to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain an agency-wide Privacy Program designed to incorporate privacy policies and practices in its business operations to provide safeguards for information, including County information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to, privacy policies, guidelines, procedures and appropriate workforce privacy training within its organization. These privacy policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's privacy policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging threats and risks. The Contractor's privacy program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County information that the Contractor exercises with respect to its own information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the confidentiality of County information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External and internal privacy policies, procedures, and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County information;
- A training program that covers privacy policies, protocols, and awareness;
- A response plan to address privacy incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County information shall not be used by the Contractor for any purpose other than as required under this Contract nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County information in order to improve, develop, or enhance the system software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County information in such aggregated or compiled pool is identifiable as originating from or can be traced back to the County, and (ii) such data or information cannot be associated or matched with the identity of an individual alone; or linkable to a specific individual.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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The Contractor shall collect, maintain, or use County information in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County information, including, but not limited to, (i) any state and federal law governing the protection of personal information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations, and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County information to a third party for monetary or other valuable consideration.

- a. **Retention of County Information.** The Contractor shall not retain any County information for any period longer than necessary for the Contractor to fulfill its obligations and applicable law, whichever is longest.

6. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County information for potential security risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County information to ensure that no individual accesses County information whose past criminal conduct poses a risk or threat to County information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding information security procedures, risks, and threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of information such as lost mobile devices, emailing information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an incident and how

such indicators should be reported within the organization.

- f) **Privacy:** The Contractor's privacy policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to confidentiality, integrity, availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit.

The Contractor will provide notice to the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

All mobile devices storing County information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/personal computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon the County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this section. For all documents or materials referred to in Subsections (i) and (ii) of this

section that the County requests be returned to the County, the Contractor shall provide a written attestation on agency letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on agency letterhead and certified documentation from a media destruction firm consistent with subdivision b of this section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hardcopy media so that the information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County information cannot be retrieved. The Contractor will provide an attestation on agency letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County information involved, the date of destruction, and the agency or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management, and incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate backup data center and a formal framework by which an unplanned event will be managed to minimize the loss of County information and services. The formal framework includes a defined backup policy and associated procedures, including documented policies and procedures designed to: (i) perform backup of data to a remote backup data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County information to and from backup location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from backup location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF

COUNTY INFORMATION, County information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to backup media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or information including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external network services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County information is removed in a timely manner;
- d. Applications will include access control to limit user access to County information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review, and act upon all events in accordance with incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the DCFS's Chief Information Security Officer of any incidents involving County information within forty-eight (48) hours of detection of the incident. All notifications shall be submitted via encrypted email and telephone.

Departmental Information Security Officer:

Allen Ohanian
Information Security Officer Address
(323) 567 9855
aohanian@dcfs.lacounty.gov; DCFSSecurity@dcfs.lacounty.gov

- b. Include the following information in all notices:
 - i. The date and time of discovery of the incident,
 - ii. The approximate date and time of the incident,
 - iii. A description of the type of County information involved in the reported incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the incident, and any planned corrective actions as they are identified.

- v. The name and contact information for the organization's official representative(s) with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the incident and seek to identify the specific County information involved in the incident upon the County's written request, without charge, unless the incident was caused by the acts or omissions of the County. As information about the incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide information regarding the nature and consequences of the incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an incident causing an interference with information technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms and and/or law enforcement agencies to help determine the nature, extent, and source of any incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the incident.

14. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of information security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted at the Contractor's sole cost and expense through either: (i) an internal independent audit function; (ii) a nationally recognized, external, independent auditor; or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections.

15. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage throughout the duration of the Agreement.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all systems or hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all systems or hardware covered under this contract. This includes industry standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing systems or hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that systems or hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs.
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the systems and hardware covered under this Contract.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,), and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with systems and hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all systems and hardware.



Administrative Report

G.1., File # 25-0875

Meeting Date: 6/17/2025

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 25-0876

Meeting Date: 6/17/2025

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JUNE 17, 2025

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council
Posting Type	Adjourned & Regular Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	June 17, 2025 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: June 12, 2025



Administrative Report

H.2., File # 25-0877

Meeting Date: 6/17/2025

TITLE

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



Administrative Report

H.3., File # 25-0878

Meeting Date: 6/17/2025

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



Administrative Report

H.4., File # 25-0757

Meeting Date: 6/17/2025

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

TITLE

PAYROLL DEMANDS

CHECKS 30251-30270 IN THE AMOUNT OF \$22,224.78, PD. 6/6/25

DIRECT DEPOSIT 295884-296538 IN THE AMOUNT OF \$2,359,582.43, PD. 6/6/25

EFT/ACH \$9,310.73, PD. 5/23/25 (PP2511)

EFT/ACH \$467,646.37, PD. 6/2/25 (PP2510)

ACCOUNTS PAYABLE DEMANDS

CHECKS 119869-120152 IN THE AMOUNT OF \$2,185,826.71

REPLACEMENT DEMANDS 119864-119868

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 06172025_RECOMMENDATION_TO_APPROVE
- 06172025_VENDOR_INVOICE_LIST

**RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING JUNE 17, 2025**

a. Payroll Demands

- Checks 30251-30270, \$22,224.78, Pd.6/6/25
- Direct Deposit 295884-296538, \$2,359,582.43, Pd.6/6/25
- EFT/ACH \$9,310.73, Pd. 5/23/25 (PP2511)
- EFT/ACH \$467,646.37, Pd. 6/2/25 (PP2510)

b. Accounts Payable Demands

- Checks 119869-120152, \$2,185,826.71

Replacement Demands

119864	Barry D. Pressman, MD, Inc. (Replaced ck #93154-Never rec'd/Stale)	\$4,800.00
119865	JAM Services, Inc. (Replaced ck #119260-Never rec'd)	\$1,444.42
119866	Gibson & Hughes Client Trust Account (Replaced ck #117940-Never rec'd)	\$32,500.00
119867	The Gas Company (Replaced ck #119246-Never rec'd)	\$21,126.89
119868	Snailworks, LLC (Replaced ck #119343-Never rec'd)	\$2,197.68

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
12675 #1 ALL SAFE & SECURE										
5-2025city		05/31/2025	10322662	06172025	119869	320.00	06/09/2025	INV	PD	FINGERPRINTS MAY 2025
11675 4WALL ENTERTAINMENT										
C122277A	6933	06/09/2025	10323032	06172025	119870	25,048.24	06/09/2025	INV	PD	THEATRICAL EQUIPMENT AND
14812 5 STAR CIRCUIT BREAKER INC										
50-2629	6755	06/02/2025	10322653	06172025	119871	33,912.75	07/02/2025	INV	PD	VETERANS PARK ELECTRICAL
15013 AAA OIL INC										
P2328996-1	6912	05/15/2025	10322387	06172025	119872	14,319.35	06/14/2025	INV	PD	4,000 GALLONS DIESEL FUEL
10623 ADLERHORST INTERNATIONAL LLC										
123238		06/04/2025	10322814	06172025	119873	210.00	06/30/2025	INV	PD	BOARDING K9 ACE 5/21/25-5
8759 ALAN'S LAWNMOWER & GARDEN CENTER										
87172		06/04/2025	10322830	06172025	119874	217.07	07/01/2025	INV	PD	LANDSCAPE PARTS FOR PARKS
12753 ALESHIRE & WYNDR LLP										
95992		05/23/2025	10322949	06172025	119875	1,267.68	06/09/2025	INV	PD	4/25 SB-9 Legal Fees
118 ALL AMERICAN ASPHALT										
19	6352	05/27/2025	10322808	06172025	119876	28,291.05	06/09/2025	INV	PD	INGLEWOOD AVE AT MANHATTA
12747 ALL CITY MANAGEMENT SERVICES INC										
101620	6578	05/28/2025	10322846	06172025	119877	7,466.34	06/09/2025	INV	PD	CROSSING GUARD SERVICES 0
15033 CORONADO ALLEN, BESSIE										
154009		06/03/2025	10322634	06172025	119878	200.00	06/03/2025	INV	PD	REFUND 154009 AV RETURN D
11750 ALLIED UNIVERSAL SECURITY SERVICES										
166629		06/06/2025	10322993	06172025	119879	1,007.17	06/06/2025	INV	PD	USHER SERVICES FOR R.E.M.
166631		06/06/2025	10322994	06172025	119879	1,375.68	06/06/2025	INV	PD	USHER SERVICES FOR ANGEL
						2,382.85				
10025 ALSTON, MATTHEW										
POA 04/25 - 04/26		04/29/2025	10322952	06172025	119880	500.00	06/09/2025	INV	PD	POA GRACIE JIU JITSU 04/2
144 AMERICAN CITY PEST CONTROL INC.										
PEST-FAC 5/25		05/30/2025	10322698	06172025	119881	827.00	06/04/2025	INV	PD	PEST CONTROL FACILITIES 5
PEST-HARBOR 5/25		05/30/2025	10322695	06172025	119881	565.50	06/04/2025	INV	PD	PEST CONTROL HARBOR/PIER

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12924 AMERICAN GUARD SERVICES INC						1,392.50				
INV163288	6606	05/31/2025	10322985	06172025	119882	16,612.52	06/06/2025	INV	PD	May 2025 RBTC Security Se
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21235052		05/23/2025	10322642	06172025	119883	264.90	06/05/2025	INV	PD	Inmate Linen
21236951		05/28/2025	10322643	06172025	119883	262.45	06/05/2025	INV	PD	Inmate linen
21239115		05/30/2025	10322644	06172025	119883	289.93	06/05/2025	INV	PD	Inmate Linen
21241094		06/03/2025	10322645	06172025	119883	268.41	06/05/2025	INV	PD	Inmate Linen
3634 ANDERSON, JOHN						1,085.69				
POA 3/20/2025		03/20/2025	10322881	06172025	119884	1,714.00	06/09/2025	INV	PD	POA CONSTITUTIONAL GOVERN
213 AQUA-FLO										
S12541966		06/02/2025	10322980	06172025	119885	17.62	07/15/2025	INV	PD	IRRIGATION SUPPLIES FOR P
SCM0202560		05/15/2025	10322982	06172025	119885	-674.26	06/15/2025	CRM	PD	CREDIT MEMO
S12530381		05/15/2025	10322979	06172025	119885	292.31	06/15/2025	INV	PD	IRRIGATION SUPPLIES FOR P
S1253089		05/16/2025	10322981	06172025	119885	779.25	06/15/2025	INV	PD	IRRIGATION SUPPLIES FOR P
13109 ARROYO BACKGROUND INVESTIGATIONS						414.92				
3679	6549	05/22/2025	10322739	06172025	119886	1,500.00	06/05/2025	INV	PD	BACKGROUND SALAZAR J
12137 AT&T										
563841		05/09/2025	10322840	06172025	119887	95.00	06/09/2025	INV	PD	TOWER/AREA SEARCH - DET R
563883		05/09/2025	10322851	06172025	119887	170.00	06/09/2025	INV	PD	TOWER/AREA SEARCH - DET E
14732 AT&T						265.00				
000023482655		05/22/2025	10322250	06172025	119888	3,958.10	05/22/2025	INV	PD	ATT PH
8029 ATHENS SERVICES										
19467700	6601	06/01/2025	10322595	06172025	119890	11,388.61	06/16/2025	INV	PD	PIER COMPACTOR ROLL-OFF S
19467733	6601	06/01/2025	10322594	06172025	119890	2,355.96	06/16/2025	INV	PD	PIER COMPACTOR ROLL-OFF S
19467868	6602	06/01/2025	10322802	06172025	119889	446,254.90	06/16/2025	INV	PD	TRASH SERVICE - RESIDENTI
291 BAKER & TAYLOR						459,999.47				
2039052774		05/20/2025	10322470	06172025	119891	382.56	06/19/2025	INV	PD	BOOKS
2039066978		05/15/2025	10322466	06172025	119891	1,068.47	06/14/2025	INV	PD	BOOKS
2039078704		05/15/2025	10322467	06172025	119891	36.12	06/14/2025	INV	PD	BOOKS
2039088731		05/19/2025	10322469	06172025	119891	9.36	06/18/2025	INV	PD	BOOKS
2039095737		05/22/2025	10322471	06172025	119891	56.96	06/21/2025	INV	PD	BOOKS
H72527630		05/20/2025	10322468	06172025	119891	41.14	06/19/2025	INV	PD	AUDIOVISUAL

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
15038 NADAL BERNOTAS, ROWENA						1,594.61				
154261		06/03/2025	10322631	06172025	119892	114.75	06/03/2025	INV	PD	REFUND 154261 1SUM0322-10
13713 Bhide, ASHWINI										
PSA 9/24-26		09/01/2024	10322663	06172025	119893	180.00	06/09/2025	INV	PD	PSA BPELSG 9/24-26
5216 BIOMETRICS 4 ALL, INC.										
MAINTREDON0011		06/01/2025	10322641	06172025	119894	657.96	06/05/2025	INV	PD	Livescan Maintenance
11059 BLACKSTONE PUBLISHING										
2198869		05/21/2025	10322465	06172025	119895	280.18	06/20/2025	INV	PD	AUDIOVISUAL
2198932		05/21/2025	10322464	06172025	119895	293.02	06/20/2025	INV	PD	AUDIOVISUAL
3121 BLUE DIAMOND						573.20				
4067824		05/19/2025	10322424	06172025	119896	2,385.14	06/10/2025	INV	PD	SHEET ASPHALT, EMULSION B
4080104		05/24/2025	10322425	06172025	119896	1,877.23	06/10/2025	INV	PD	SHEET ASPHALT, EMULSION B
4093441		05/31/2025	10322719	06172025	119896	2,071.07	06/10/2025	INV	PD	SHEET ASPHALT, EMULSION B
14340 BOWMAN INFRASTRUCTURE ENGINEERS LTD						6,333.44				
440054-01-001	6389	05/31/2025	10322857	06172025	119897	4,785.00	06/05/2025	INV	PD	CONSULTING SERVICES BOWMA
15042 BRAMHALL, DEBBIE										
155561		06/02/2025	10322555	06172025	119898	200.00	06/02/2025	INV	PD	REFUND 155561 AV RETURN D
4763 BRENNTAG PACIFIC INC										
BP1521420	6903	05/29/2025	10322646	06172025	119899	3,704.50	06/28/2025	INV	PD	PURCHASE CHEMICALS FOR SE
BP1520582	6903	05/27/2025	10322647	06172025	119899	4,099.41	06/26/2025	INV	PD	PURCHASE CHEMICALS FOR SE
14685 CALIFORNIA ASSOCIATION OF HOUSING AUTHORITIES						7,803.91				
HCV25-01		06/05/2025	10322773	06172025	119900	675.00	06/05/2025	INV	PD	TRAINING
577 CALIFORNIA WATER SERVICE										
2754759120-050625		05/06/2025	10322522	06172025	119901	5,972.84	05/27/2025	INV	PD	1935 MB BLVD, 2000 ARTESI
6428284669-050825		05/08/2025	10322520	06172025	119901	16,412.17	05/27/2025	INV	PD	TORRANCE/CATALINA/MB BLVD
6679269167-051225		05/12/2025	10322525	06172025	119901	4,141.65	06/02/2025	INV	PD	INT'L BOARDWALK, BASIN 4/
668223141-052325		05/23/2025	10322765	06172025	119901	176.98	06/11/2025	INV	PD	FLAGLER LN, NELSON AVE, R
9779295077-050825		05/08/2025	10322521	06172025	119901	18,642.94	05/27/2025	INV	PD	TORRANCE BLVD, HARBOR DR,
9968051525-051925		05/19/2025	10322519	06172025	119901	2,239.28	06/09/2025	INV	PD	PORTOFINO WAY, 280 MARINA

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						47,585.86					
581 CALPERS											
RICHRD ROSS ADMN FEE		05/13/2025	10322933	06172025	119902	500.00	06/09/2025	INV	PD	RICHARD ROSS ADMINISTRATI	
12923 CAM PROPERTY SERVICES											
114967	6628	05/31/2025	10322940	06172025	119903	27,243.33	06/06/2025	INV	PD	May 2025 Manage and maint	
115657	6628	05/31/2025	10322943	06172025	119903	526.84	06/06/2025	INV	PD	May 2025 Janitorial suppl	
						27,770.17					
12246 CANINE DEPLOYMENT STRATEGIES											
242	6558	05/31/2025	10322833	06172025	119904	2,133.32	06/30/2025	INV	PD	05/2025 K9 TRAINING	
15028 CANON USA INC											
6011895643	6916	05/27/2025	10322398	06172025	119905	10.19	05/27/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6011895644	6916	05/27/2025	10322397	06172025	119905	5.14	05/27/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6011895645	6916	05/27/2025	10322394	06172025	119905	140.89	05/27/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6011895646	6916	05/27/2025	10322395	06172025	119905	43.23	05/27/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6011895647	6916	05/27/2025	10322396	06172025	119905	72.71	05/27/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6011964590	6916	05/27/2025	10322418	06172025	119905	1,560.05	05/27/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6011964591	6916	05/27/2025	10322419	06172025	119905	311.52	05/27/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6011964592	6916	05/27/2025	10322417	06172025	119905	16.50	05/27/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6011983463	6916	06/06/2025	10322875	06172025	119905	214.28	06/06/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6011983498	6916	06/06/2025	10322871	06172025	119905	353.68	06/06/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6012046338	6916	06/06/2025	10322874	06172025	119905	762.05	06/06/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6012046339	6916	06/06/2025	10322873	06172025	119905	364.61	06/06/2025	INV	PD	PER PAGE COPY CHARGES FOR	
6012046340	6916	06/06/2025	10322872	06172025	119905	349.37	06/06/2025	INV	PD	PER PAGE COPY CHARGES FOR	
						4,204.22					
15020 CENGAGE LEARNING INC											
999100312919		04/09/2025	10322450	06172025	119906	32.48	05/08/2025	INV	PD	BOOKS	
999100349740		04/23/2025	10322451	06172025	119906	206.24	05/22/2025	INV	PD	BOOKS	
999100363024		04/25/2025	10322452	06172025	119906	32.48	05/24/2025	INV	PD	BOOKS	
999100366895		04/28/2025	10322453	06172025	119906	31.60	05/27/2025	INV	PD	BOOKS	
999100381497		05/02/2025	10322455	06172025	119906	33.74	06/01/2025	INV	PD	BOOKS	
999100404097		05/09/2025	10322456	06172025	119906	86.40	06/08/2025	INV	PD	BOOKS	
999100406018		05/10/2025	10322458	06172025	119906	177.78	06/09/2025	INV	PD	BOOKS	
999100406019		05/10/2025	10322457	06172025	119906	185.96	06/09/2025	INV	PD	BOOKS	
999100418130		05/13/2025	10322459	06172025	119906	130.01	06/12/2025	INV	PD	BOOKS	
999100418131		05/13/2025	10322460	06172025	119906	67.47	06/12/2025	INV	PD	BOOKS	
999100431439		05/15/2025	10322461	06172025	119906	86.40	06/14/2025	INV	PD	BOOKS	
999200000585		05/01/2025	10322454	06172025	119906	86.40	05/31/2025	INV	PD	BOOKS	
						1,156.96					
13232 CENICEROS, ANGELICA											
ELECSURPDCENICEROS		06/05/2025	10322794	06172025	119907	23.00	06/05/2025	INV	PD	PER DIEM FOR ELEC SURVEIL	
ICIPDCENICEROS		06/05/2025	10322793	06172025	119907	230.00	06/05/2025	INV	PD	ICI CORE CENICEROS PER DI	

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13151 CHAIRES, ANGELICA						253.00				
PITPERDIEMCHAIRES		06/05/2025	10322803	06172025	119908	129.00	06/05/2025	INV	PD	PIT SCHOOL INST PER DIEM
13000 CHARTER COMMUNICATIONS										
188420501052125		05/21/2025	10322847	06172025	119909	267.53	06/05/2025	INV	PD	MONTHLY FEES ACCOUNT 1884
7727 CHEMDRY										
05052025-2		05/06/2025	10322718	06172025	119910	993.60	06/06/2025	INV	PD	CARPET CLEANING AT FS2
05062025-1		05/06/2025	10322716	06172025	119910	450.00	06/06/2025	INV	PD	CARPET CLEANING AT FS1
						1,443.60				
13198 CITIZENS BUSINESS BANK										
19	6353	05/27/2025	10322811	06172025	119911	1,489.00	06/09/2025	INV	PD	INGLEWOOD AVE AT MANHATTA
705 CITY OF REDONDO BEACH										
060625		06/06/2025	10323015	06172025	119912	390.45	06/09/2025	INV	PD	5/25 Petty Cash - Motel S
709 CITY OF TORRANCE										
00020000009601-51925		05/19/2025	10322518	06172025	119913	55.10	06/19/2025	INV	PD	17300 HAWTHORNE BLVD 03/1
PalletShelter 051925		05/19/2025	10323016	06172025	119913	59.84	06/09/2025	INV	PD	1521 Kingsdale Ave. 04072
						114.94				
725 CLEAN ENERGY										
CEW12783192		05/27/2025	10322516	06172025	119914	850.08	07/11/2025	INV	PD	CNG PUMP DAMAGE REPAIR AN
CEW12783221		05/27/2025	10322515	06172025	119914	357.00	07/11/2025	INV	PD	CNG PUMP DAMAGE REPAIRS 5
						1,207.08				
13803 CLIMATEC, LLC										
957011723	6920	06/03/2025	10322579	06172025	119915	5,666.47	06/03/2025	INV	PD	TRANSIT CAMERAS DOWN SERV
957011831	6892	05/15/2025	10322410	06172025	119915	11,211.66	05/27/2025	INV	PD	VIDEO SURVEILLANCE SYSTEM
						16,878.13				
15057 COLANTONO, WILLIAM										
ICIPDCOLANTONO		06/05/2025	10322809	06172025	119916	230.00	06/05/2025	INV	PD	PER DIEM ICI CORE POST RE
757 COLAROSSO PAINTING COMPANY, INC.										
8530		06/06/2025	10322984	06172025	119917	1,380.00	06/06/2025	INV	PD	MA/ER PROGRAM
14441 COLE, MORGAN										
155842		06/02/2025	10322548	06172025	119918	200.00	06/02/2025	INV	PD	REFUND 155842 WP RETURN D
4079 COMCATE, INC.										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8967		05/01/2025	10322251	06172025	119919	1,781.37	05/22/2025	INV	PD	CUSTOMER SERVICE MANAGEME
14894 CONCORD REAL ESTATE SERVICES INC										
1001	6923	05/05/2025	10322880	06172025	119920	31,457.07	06/09/2025	INV	PD	VESSEL REMOVALS IN HARBOR
817 COOPERATIVE PERSONNEL SERVICES										
TR-INV005897		04/10/2025	10322893	06172025	119921	1,039.50	06/09/2025	INV	PD	EXECUTIVE SECRETARY TESTI
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS										
25051205783		05/12/2025	10322447	06172025	119922	214.64	06/09/2025	INV	PD	CSR#270200/FY23/TRAFFIC S
25051205837		05/12/2025	10322448	06172025	119922	180.09	06/09/2025	INV	PD	CSR#272373/FY25/TESTING F
						394.73				
10214 CRAFTCO, INC.										
9403442565		05/12/2025	10322376	06172025	119923	462.02	06/11/2025	INV	PD	UNIT 303 DISK, SWITCH, WA
14245 CRAWFORD, JIM										
E2023-1834		05/23/2025	10322491	06172025	119924	325.00	06/09/2025	INV	PD	REFUND PERMIT E2023-1834
8511 CROWELL & MORING, LLP.										
012517044		04/30/2025	10323090	06172025	119925	3,187.49	06/11/2025	INV	PD	3/25 9300 wilshire Bankru
8372 CULLIGAN OF SANTA ANA										
1994229		05/31/2025	10322693	06172025	119926	43.82	06/20/2025	INV	PD	PD PIER SUBSTATION WATERC
1994232		05/31/2025	10322667	06172025	119926	34.52	06/09/2025	INV	PD	ST3 WATER COOLER
1994269		05/31/2025	10322694	06172025	119926	45.06	06/20/2025	INV	PD	C.H. WATERCOOLER 6/1 - 6/
1994286		05/31/2025	10322837	06172025	119926	155.00	06/20/2025	INV	PD	06/2025 WATER SERVICE DIS
1994479		05/31/2025	10322838	06172025	119926	44.22	06/20/2025	INV	PD	06/2025 WATER SERVICE INV
						322.62				
15027 CURTIN MARITIME CORP										
3039	6913	06/06/2025	10322962	06172025	119927	27,500.00	06/06/2025	INV	PD	CURTIN TO PROVIDE TUG BAR
15052 DA VINCI SCHOOLS										
155846		06/03/2025	10322627	06172025	119928	200.00	06/03/2025	INV	PD	REFUND 155846 WP RETURN D
919 DANIELS TIRE SERVICE										
200534958		04/04/2025	10322603	06172025	119929	357.53	05/10/2025	INV	PD	STOCK TIRES
200538255		05/13/2025	10322377	06172025	119929	912.65	06/10/2025	INV	PD	STOCK TIRES FOR TRACTOR/P
200539572		05/22/2025	10322604	06172025	119929	694.93	06/10/2025	INV	PD	UNIT 362-12 TIRES
						1,965.11				
15029 DAS, SAGAR										

CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION		
E2023-1719A		05/23/2025	10322409	06172025	119930	666.00	06/09/2025	INV	PD	REFUND PERMIT	E2023-1719A	
E2023-1938		05/23/2025	10322407	06172025	119930	325.00	06/09/2025	INV	PD	REFUND PERMIT	E2023-1938	
E2024-129		05/23/2025	10322408	06172025	119930	1,500.00	06/09/2025	INV	PD	REFUND PERMIT	E2024-129 5	
						2,491.00						
927 DATA TICKET, INC.												
022025PERMI		03/13/2025	10322865	06172025	119931	8.75	06/05/2025	INV	PD	02/2025 OVERSIZE PERMITS		
178901		05/14/2025	10322866	06172025	119931	275.00	06/05/2025	INV	PD	04/2025 ADMIN CITATIONS		
						283.75						
12216 DAVE POWERS CONSTRUCTION												
E-2808		05/23/2025	10322503	06172025	119932	250.00	06/09/2025	INV	PD	REFUND PERMIT	E-2808 212	
E-2909		05/23/2025	10322506	06172025	119932	1,000.00	06/09/2025	INV	PD	REFUND PERMIT	E-2909 212	
E-4971		05/23/2025	10322501	06172025	119932	250.00	06/09/2025	INV	PD	REFUND PERMIT	E-4971 1227	
E2020-44		05/23/2025	10322500	06172025	119932	295.00	06/09/2025	INV	PD	REFUND PERMIT	E2020-44 20	
E2020-73		05/23/2025	10322499	06172025	119932	861.00	06/09/2025	INV	PD	REFUND PERMIT	E2020-73 20	
						2,656.00						
13683 DELERY, MICHAEL												
AICCPDDELERY		06/05/2025	10322757	06172025	119933	72.00	06/05/2025	INV	PD	AICC PER DIEM MICHAEL DEL		
956 DELTA DENTAL												
BE006573565		06/01/2025	10322891	06172025	119934	31,477.06	06/09/2025	INV	PD	DENTAL PPO ACTIVE RETIREE		
9132 DELTA DENTAL INSURANCE COMPANY												
BE006572751		06/01/2025	10322885	06172025	119935	1,673.86	06/09/2025	INV	PD	DENTAL HMO ACTIVE JUNE 20		
BE006572772		06/01/2025	10322887	06172025	119936	39.19	06/09/2025	INV	PD	DENTAL HMO RETIREE JUNE 2		
						1,713.05						
960 DEMCO, INC.												
7648369		05/16/2025	10322463	06172025	119937	493.65	06/15/2025	INV	PD	PRINT SUPPLIES		
8776 DENTON DEVELOPMENTS, INC.												
218AVED-REFUND		06/05/2025	10322860	06172025	119938	3,000.00	06/05/2025	INV	PD	DEMO REFUND FOR 218 AVENU		
14241 DEROTIC LLC												
SO-5861	6870	05/30/2025	10322619	06172025	119939	7,725.52	06/29/2025	INV	PD	FD UNIT 116-23 SEAGRAVE P		
SO-5973		05/30/2025	10322618	06172025	119939	656.73	06/29/2025	INV	PD	UNIT 116-23 FD UNIT E62 R		
						8,382.25						
12283 DEVIL MOUNTAIN WHOLESALE NURSERY												
CM35574		05/27/2025	10322709	06172025	119940	-658.50	06/27/2025	CRM	PD	CREDIT MEMO FOR INVOICE I		
INV519233		05/23/2025	10322712	06172025	119940	858.79	06/22/2025	INV	PD	STOCK PLANTS - PLAZA PARK		
INV521144		05/27/2025	10322705	06172025	119940	1,038.78	06/26/2025	INV	PD	PLANTS FOR PARKS		
INV522857		05/29/2025	10322714	06172025	119940	526.80	06/28/2025	INV	PD	PLANTS - PHELAN PARKWAY		

CITY OF REDONDO BEACH



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11884 DIAMOND ENVIRONMENTAL SERVICES LP						1,765.87				
0006225263		05/26/2025	10322574	06172025	119941	330.35	06/25/2025	INV	PD	SANI UNI PORTOFINO WAY 5/
0006236297		06/02/2025	10323011	06172025	119941	715.10	06/09/2025	INV	PD	Pallet Shelter Power Pole
6174 DIAZ, CARRIE						1,045.45				
06042025		06/05/2025	10322758	06172025	119942	76.93	06/05/2025	INV	PD	CARRIE DIAZ MILEAGE MAY 2
13319 DIAZ, JAMES										
RBFA 11/11/2024		11/11/2024	10322665	06172025	119943	175.00	06/09/2025	INV	PD	RBFA CONFINED SPACE AWARE
10664 DORI ENGINEERING, INC.										
E2024-2361		06/06/2025	10322909	06172025	119944	3,000.00	06/09/2025	INV	PD	REFUND PERMIT E2024-2361
10748 DOUG & SONS PEST CONTROL										
46533		05/07/2025	10322508	06172025	119945	200.00	06/08/2025	INV	PD	MONTHLY PEST/BAIT STATION
46568		05/14/2025	10322507	06172025	119945	75.00	06/15/2025	INV	PD	MONTHLY PEST/BAIT STATION
46725		05/14/2025	10322504	06172025	119945	75.00	06/15/2025	INV	PD	MONTHLY BAIT STATIONS FSI
46726		05/14/2025	10322502	06172025	119945	55.00	06/15/2025	INV	PD	MONTHLY PEST CONTROL N. BR
46823		05/19/2025	10322505	06172025	119945	82.00	06/20/2025	INV	PD	MONTHLY PEST/BAIT STATION
46879		05/07/2025	10322509	06172025	119945	82.00	06/08/2025	INV	PD	MONTHLY PEST/BAIT STATION
1048 E & S PRIME BUILDERS						569.00				
E2023-1787		05/23/2025	10322366	06172025	119946	1,207.00	06/09/2025	INV	PD	REFUND PERMIT E2023-1787
1050 EAGLE SPORTS & AWARDS COMPANY										
11882		06/10/2025	10323072	06172025	119947	2,401.33	06/10/2025	INV	PD	SSL STAFF UNIFORM EAGLE S
1055 EASY READER										
ER25050822		05/08/2025	10322856	06172025	119948	385.00	06/05/2025	INV	PD	USED OIL RECYCLING AD
ER25050834		05/08/2025	10322855	06172025	119948	1,421.00	06/05/2025	INV	PD	HHW/SHRED EVENT AD
RD25-040		06/06/2025	10322913	06172025	119948	162.00	06/09/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-042		06/06/2025	10322917	06172025	119948	292.50	06/09/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-043		06/06/2025	10322919	06172025	119948	324.00	06/09/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-044		06/06/2025	10322922	06172025	119948	360.00	06/09/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-045		06/06/2025	10322924	06172025	119948	261.00	06/09/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-046		06/06/2025	10322931	06172025	119948	182.25	06/09/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-047		06/06/2025	10322932	06172025	119948	243.00	06/09/2025	INV	PD	LEGAL ADS PUBLISHING
1085 ELLIS ENVIRONMENTAL MANAGEMENT, INC.						3,630.75				
25-226		05/22/2025	10322435	06172025	119949	1,625.00	06/21/2025	INV	PD	ASBESTOS/LEAD SAMPLE-GRAN
25-229		05/22/2025	10322434	06172025	119949	1,441.00	06/21/2025	INV	PD	ASBESTOS/LEAD SAMPLE-GRAN

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						3,066.00				
6730 EMERGENCY RESPONSE CRIME SCENE CLEANING										
T2025-276		05/29/2025	10322832	06172025	119950	375.00	06/09/2025	INV	PD	UNIT 668 DECONTAMINATION
3655 EQUIFAX INFORMATION SERVICES, LLC										
2065654066		05/07/2025	10322842	06172025	119951	128.48	06/06/2025	INV	PD	MONTHLY FEES CREDIT REPOR
9987 EXCELSIOR ELEVATOR										
36912	6361	05/28/2025	10322575	06172025	119952	1,095.00	06/27/2025	INV	PD	MAY '25 ELEVATOR MAINTENA
8982 FAME CIVIL ENGINEERS										
E-8011		05/23/2025	10322494	06172025	119953	295.00	06/09/2025	INV	PD	REFUND PERMIT E-8011 507
1180 FELIX, LATOYA										
POA 04/2025		04/01/2025	10322923	06172025	119954	500.00	06/09/2025	INV	PD	POA PELETON INC EOC FITNE
13065 FERNANDEZ-DAVILA DULANTO, ANA										
POA 06/03/2025		06/03/2025	10322925	06172025	119955	500.00	06/09/2025	INV	PD	POA JIU JITSU ACADEMY 06/
4081 FINLEY'S TREE AND LANDCARE, INC.										
INV-cit250609	6914	06/09/2025	10323064	06172025	119956	90,350.00	06/09/2025	INV	PD	CIVIC CENTER IRRIGATION W
10479 FLYING LION, INC.										
2373	6524	06/02/2025	10322839	06172025	119957	1,304.99	07/02/2025	INV	PD	06/2025 DRONE SERVICES &
14968 FORMAX LLC										
750841	6922	06/02/2025	10322848	06172025	119958	10,132.00	06/02/2025	INV	PD	PRESSURE SEALER MACHINE F
14424 FRANCISCO & ASSOCIATES INC										
4113	6907	05/30/2025	10322599	06172025	119959	18,895.00	06/30/2025	INV	PD	PREP & MAILING OF REFUSE
10825 FRANCO AUTO UPHOLSTERY										
17414		05/23/2025	10322478	06172025	119960	300.00	06/23/2025	INV	PD	UNIT 361 REUPHOLSTERY ONE
1258 FRANK SCOTTO TOWING										
81499C		04/23/2025	10322836	06172025	119961	894.60	06/09/2025	INV	PD	TOW AND STORAGE DR25-2279
10191 FRONTIER										
040125-05132025		05/22/2025	10322255	06172025	119962	57.94	05/22/2025	INV	PD	PH CHARGES 310 937 6660
2091885137-050796		05/22/2025	10322256	06172025	119962	9,641.82	05/22/2025	INV	PD	2091885137 MAY 2025

CITY OF REDONDO BEACH



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1289 GALLS INCORPORATED						9,699.76				
031395345		05/21/2025	10322680	06172025	119963	226.15	06/09/2025	INV	PD	UNIFORM BOOTS - HUNT
031395369		05/21/2025	10322679	06172025	119963	226.15	06/09/2025	INV	PD	PM UNIFORM BOOTS - KONELL
031451170		05/28/2025	10322682	06172025	119963	313.43	06/09/2025	INV	PD	FF/PM UNIFORMS - TODD
4171 GARCIA, SALVADOR						765.73				
SLIAPRILPD		06/05/2025	10322797	06172025	119964	215.00	06/05/2025	INV	PD	SLI PER DIEM GARCIA APRIL
SLIPDMAYGARCIA		06/05/2025	10322800	06172025	119964	215.00	06/05/2025	INV	PD	SLI PER DIEM MAY GARCIA
14345 GARDEN STATE FIREWORKS, INC						430.00				
05222025	6910	06/06/2025	10322964	06172025	119965	32,500.00	06/06/2025	INV	PD	PRODUCTION OF ANNUAL FIRE
1300 GAS COMPANY, THE										
SoCalGas6.3.25		06/06/2025	10322903	06172025	119966	15.09	06/06/2025	INV	PD	SoCalGas 4.10-5.9.25
7023 GEOSYNTEC										
631567	6791	06/04/2025	10323027	06172025	119967	19,547.50	06/09/2025	INV	PD	ENVIRONMENTAL SUPPORT SER
11519 GLENN, DARYN										
AICCPDGLENN		06/05/2025	10322774	06172025	119968	72.00	06/05/2025	INV	PD	AICC PER DIEM DARYN GLENN
14492 GLOBAL K9 COMPANIES LLC										
9511		05/30/2025	10322834	06172025	119969	1,073.50	06/29/2025	INV	PD	05/2025 VAPOR WAKE TRAINI
6345 GOLD COAST TOURS, INC.										
436026		05/27/2025	10322446	06172025	119970	1,298.00	05/27/2025	INV	PD	SENIOR BUS TRIP HSI LAI T
436027		05/29/2025	10322550	06172025	119970	1,760.00	06/02/2025	INV	PD	436027 LAKE ARROWHEAD SEN
14966 GREEN HALO SYSTEMS						3,058.00				
5701	6875	05/08/2025	10322792	06172025	119971	5,354.00	06/07/2025	INV	PD	ONE-TIME SETUP FEE, HOSTI
5767	6875	06/04/2025	10322799	06172025	119971	354.00	07/04/2025	INV	PD	HOSTING/SERVICE FEES JUNE
14892 GRUBER POWER SERVICES						5,708.00				
235120	6817	05/29/2025	10322488	06172025	119972	9,379.41	05/29/2025	INV	PD	UPS MAINTENANCE
13752 GUEVARA, MELISSA										
052025		05/27/2025	10322440	06172025	119973	236.57	05/27/2025	INV	PD	TYLER MUNIS CONNECT 2025

CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1416 HAAKER EQUIPMENT COMPANY										
CIANGQ		05/13/2025	10322649	06172025	119974	609.27	06/13/2025	INV	PD	UNIT 301-18 ALTERNATOR
1428 HARBOR & PIER ASSN										
3806		06/01/2025	10322706	06172025	119975	1,780.43	06/09/2025	INV	PD	JUNE 2025 DUES
15030 HARTFORD FIRE INSURANCE COMPANY										
050525		05/05/2025	10322564	06172025	119976	3,128.49	06/09/2025	INV	PD	5/25 Hartford Pride Ind.
15058 HERNANDEZ, KIMBERLY										
04210425DUIPD		06/05/2025	10322810	06172025	119977	115.00	06/05/2025	INV	PD	PER DIEM FOR DUI SCHOOL H
6750 HF & H CONSULTANTS, LLC										
9722123	6633	05/16/2025	10322400	06172025	119978	1,499.00	06/16/2025	INV	PD	2024 REVIEW 2ND AMENDEMNT
9722148		05/16/2025	10322422	06172025	119978	704.00	06/16/2025	INV	PD	2025 JACE SUPPORT APR 202
						2,203.00				
6288 HINDERLITER, DE LLAMAS & ASSOCIATES										
SIN050705		05/30/2025	10322745	06172025	119979	3,362.37	06/02/2025	INV	PD	CONTRACT SERVICES - APR-J
13519 HOLLEY, JARED										
POA 06/2025		06/01/2025	10322927	06172025	119980	500.00	06/09/2025	INV	PD	POA PSYCHO FITNESS 07/202
11639 HUNT, RYAN										
RBFA 01/09/2025		01/09/2025	10322658	06172025	119981	257.80	06/09/2025	INV	PD	RBFA COMPANY OFFICER 2D
RBFA 12/6/2024		12/06/2024	10322659	06172025	119981	463.50	06/09/2025	INV	PD	RBFA COMPANY OFFICER 2E 1
						721.30				
12157 ILAND INTERNET SOLUTIONS CORPORATION										
INV-236653		05/21/2025	10322593	06172025	119982	115.19	06/03/2025	INV	PD	ILAND SECURE CLOUD OFFICE
INV236653		05/21/2025	10322247	06172025	119982	115.19	05/22/2025	INV	PD	ILAND CLOUD BACK UP OFFIC
						230.38				
12138 INSIGHT PUBLIC SECTOR SLED										
1101273313	6890	05/27/2025	10322426	06172025	119983	13,001.00	05/27/2025	INV	PD	MANAGEENGINE ADMANAGER ED
1101273811	6878	05/29/2025	10322489	06172025	119983	878.80	05/29/2025	INV	PD	UPS AND SCANNERS
						13,879.80				
8090 INTEGRATED MEDIA SYSTEMS										
47510		03/27/2025	10322362	06172025	119984	2,945.00	05/23/2025	INV	PD	PRO SERVICES POOL OF TIME
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130114051		05/27/2025	10322514	06172025	119985	1,376.07	06/27/2025	INV	PD	STOCK BATTERIES

CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
14485 J&B CREATION LLC										
E2020-322		05/23/2025	10322370	06172025	119986	3,684.00	06/09/2025	INV	PD	REFUND PERMIT E2020-322 2
E2023-1584		05/23/2025	10322372	06172025	119986	1,000.00	06/09/2025	INV	PD	REFUND PERMIT E2023-1584
E2023-1648		05/23/2025	10322367	06172025	119986	1,000.00	06/09/2025	INV	PD	REFUND PERMIT E2023-1648
E2023-1959		05/23/2025	10322371	06172025	119986	429.00	06/09/2025	INV	PD	REFUND PERMIT E2023-1959
						6,113.00				
7539 JACK J. ROEHM DRYWALL CONSTRUCTION										
251		05/12/2025	10322423	06172025	119987	2,500.00	06/12/2025	INV	PD	DRYWALL WORK AT CH/FINANC
11296 JOE MAR POLYGRAPH & INVESTIGATION										
25-029-RBPD		05/20/2025	10322750	06172025	119988	250.00	06/05/2025	INV	PD	POLYGRAPH GOMEZ A RECRUIT
25-030-RBPD		05/21/2025	10322807	06172025	119988	250.00	06/05/2025	INV	PD	POLYGRAPH FARRAR J RECRUI
25-031-RBPD		05/28/2025	10322806	06172025	119988	250.00	06/05/2025	INV	PD	POLYGRAPH DE LA VEGA B RE
25-032-RBPD		06/02/2025	10322805	06172025	119988	250.00	06/05/2025	INV	PD	POLYGRAPH VILLEGAS G DISP
						1,000.00				
3585 JONES, NANCY										
05312025		06/06/2025	10322970	06172025	119989	2,555.00	06/06/2025	INV	PD	FARMER'S MARKET MANAGER -
15051 JULIUS, MARY JANE										
155844		06/03/2025	10322626	06172025	119990	200.00	06/03/2025	INV	PD	REFUND 155844 WP RETURN D
15049 KASAI, INSA										
155841		06/02/2025	10322568	06172025	119991	200.00	06/02/2025	INV	PD	REFUND 155841 AV RETURN D
12055 KETCHMERE, ELAINE										
155715		06/02/2025	10322549	06172025	119992	420.00	06/02/2025	INV	PD	REFUND 155715 1SUM0327-02
1742 KEYSER MARSTON ASSOCIATES INC										
0039801	5219	06/05/2025	10322753	06172025	119993	7,709.25	06/05/2025	INV	PD	AFFORDABLE HOUSING CONSUL
9052 KILPATRICK, JASON										
05180522KILPERDIEM		06/05/2025	10322752	06172025	119994	387.00	06/05/2025	INV	PD	PER DIEM POST MANA SCHOOL
4943 KIMBALL MIDWEST										
103409004		05/28/2025	10322606	06172025	119995	1,032.82	06/27/2025	INV	PD	SHOP USE MATERIALS AND PP
1749 KING HARBOR MARINE CENTER										
39285	6899	02/24/2025	10322384	06172025	119996	2,321.42	03/24/2025	INV	PD	BOAT 808 REPAIR AND MAINT
39373	6899	03/31/2025	10322382	06172025	119996	180.00	05/01/2025	INV	PD	BOAT 808 REPAIR AND MAINT
39526		05/25/2025	10322831	06172025	119996	570.00	06/09/2025	INV	PD	MEU BOAT MAINTENANCE

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12546 KINGDOM CAUSES						3,071.42				
2025-0400052		04/30/2025	10323010	06172025	119997	20,402.51	06/09/2025	INV	PD	4/25 Outreach and Engagem
14134 KIS										
83820	6921	06/03/2025	10322617	06172025	119998	3,992.90	06/03/2025	INV	PD	ON CALL SERVICES REMOTE P
5855 KOSMONT COMPANIES										
2208.12-022	6586	04/30/2025	10322363	06172025	119999	1,007.50	06/09/2025	INV	PD	KOSMONT REAL ESTATE SERVI
14362 KRIKORIAN CONSTRUCTION INC										
E-5581		05/23/2025	10322405	06172025	120000	295.00	06/09/2025	INV	PD	REFUND PERMIT E-5581 742
E-5604		05/23/2025	10322404	06172025	120000	1,257.00	06/09/2025	INV	PD	REFUND PERMIT E-5604 742
						1,552.00				
8444 KRONOS INCORPORATED										
I10010003337		05/23/2025	10322671	06172025	120001	1,674.68	06/09/2025	INV	PD	04/23 - 05/22/2025 SOFTWA
1807 L.N. CURTIS & SONS, INC.										
INV952982		05/29/2025	10322901	06172025	120002	1,215.51	06/09/2025	INV	PD	FF EQUIPMENT AND TOOLS
INV953380		05/28/2025	10322895	06172025	120002	925.53	06/09/2025	INV	PD	SCBA PARTS AND LABOR
						2,141.04				
10899 LA UNIFORMS										
26985		05/02/2025	10322778	06172025	120003	499.21	06/05/2025	INV	PD	VILLAPUDUA UNIFORM
27033		05/06/2025	10322780	06172025	120003	352.69	06/05/2025	INV	PD	M DELERY UNIFORM
27062		05/08/2025	10322781	06172025	120003	15.38	06/05/2025	INV	PD	WEST TIE AND BAR
27063		05/08/2025	10322783	06172025	120003	15.38	06/05/2025	INV	PD	MANTIKAS TIE AND BAR
27244		05/23/2025	10322785	06172025	120003	86.54	06/05/2025	INV	PD	ROCKSETH ALTERATIONS
						969.20				
14934 LAU, MELINDA										
2025-002 HARBOR		06/06/2025	10322936	06172025	120004	150.00	06/09/2025	INV	PD	MEETING MINUTES HARBOR -
2025-116 TRANSCRIPT		06/06/2025	10322938	06172025	120004	300.00	06/09/2025	INV	PD	TRANSCRIPTS REVIEW
2025-117 TRANSCRIPTS		06/06/2025	10322976	06172025	120004	212.50	06/09/2025	INV	PD	TRANSCRIPTS REVIEW
2025-118		06/06/2025	10322974	06172025	120004	170.00	06/09/2025	INV	PD	TRANSCRIPT REVIEW
2025-119 CC		06/06/2025	10322978	06172025	120004	765.00	06/09/2025	INV	PD	MEETING MINUTES FOR CC -
2025-120 PLANNING		06/06/2025	10322973	06172025	120004	1,020.00	06/09/2025	INV	PD	MEETING MINUTES FOR PLANN
2025-121 TRANSCRIPT		06/06/2025	10322944	06172025	120004	212.50	06/09/2025	INV	PD	TRANSCRIPTS REVIEW
						2,830.00				
15047 LEE, JIHYE										
155724		06/02/2025	10322566	06172025	120005	135.00	06/02/2025	INV	PD	REFUND 155724 1SUM0323-01
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
343834		02/19/2025	10322986	06172025	120006	650.00	06/09/2025	INV	PD	1/25 McCune Govt Code 325
345667		03/12/2025	10322725	06172025	120006	3,225.00	06/09/2025	INV	PD	2/25 C. Garcia Legal Fees
345674		03/12/2025	10322988	06172025	120006	8,027.50	06/09/2025	INV	PD	2/25 2024 McCune Complain
345675		03/12/2025	10322990	06172025	120006	7,135.00	06/09/2025	INV	PD	1/25 St. Clair Legal Fees
348437		04/13/2025	10322605	06172025	120006	712.61	06/09/2025	INV	PD	3/25 D. Glenn Legal Fees
348439		04/13/2025	10322727	06172025	120006	292.50	06/09/2025	INV	PD	3/25 B. Ridenour Legal Fe
351222		05/15/2025	10322945	06172025	120006	935.00	06/09/2025	INV	PD	4/25 General Legal Fees
351226		05/15/2025	10322947	06172025	120006	7,865.00	06/09/2025	INV	PD	4/25 General Advice & Cou
						28,842.61				
12301 LESSER, ALEX										
E-5985		05/23/2025	10322493	06172025	120007	295.00	06/09/2025	INV	PD	REFUND PERMIT E-5985 622
8803 LEXISNEXIS RISK DATA MANAGEMENT										
1100146339		05/31/2025	10322819	06172025	120008	50.00	06/30/2025	INV	PD	05/2025 LEGAL UPDATES
1887 LIFE ASSIST, INC.										
1603139		05/27/2025	10322673	06172025	120009	412.19	06/09/2025	INV	PD	MEDICAL/PM AID SUPPLIES
12775 LINDE GAS & EQUIPMENT INC										
49832968		05/22/2025	10322677	06172025	120010	406.91	06/09/2025	INV	PD	SCBA CYLINDER RENTAL 4/20
49860851		05/22/2025	10322676	06172025	120010	730.78	06/09/2025	INV	PD	SCBA CYLINDER RENTAL 4/20
						1,137.69				
1932 LOS ANGELES AREA FIRE CHIEFS										
07012025		06/02/2025	10322689	06172025	120011	1,500.00	06/09/2025	INV	PD	CHIEF BUTLER'S ANNUAL MEM
14976 LSU ALUMNI ASST S CA										
148973		04/30/2025	10321282	06172025	120012	500.00	04/30/2025	INV	PD	REFUND 148973 SLL RETURN
14281 LTR CONCRETE INC										
E2024-2103		05/23/2025	10322430	06172025	120013	1,347.00	06/09/2025	INV	PD	REFUND PERMIT E2024-2103
14777 MADE BY MEG										
8213184		06/04/2025	10322707	06172025	120014	329.25	06/04/2025	INV	PD	MADE BY MEG SENIOR LUNCH
8213185		06/04/2025	10322708	06172025	120014	263.40	06/04/2025	INV	PD	MADE BY MEG SENIOR LUNCH
8213186		06/04/2025	10322711	06172025	120014	289.74	06/04/2025	INV	PD	MADE BY MEG SENIOR LUNCH
8213187		06/04/2025	10322713	06172025	120014	289.74	06/04/2025	INV	PD	MADE BY MEG SENIOR LUNCH
8213188		06/04/2025	10322715	06172025	120014	263.40	06/04/2025	INV	PD	MADE BY MEG SENIOR LUNCH
						1,435.53				
8440 MAHONEY, CURT										
RBFA SPRING 2025		11/05/2024	10322668	06172025	120015	2,500.00	06/09/2025	INV	PD	RBFA BACHELORS OF APPLIED
14317 MAL BATAAN LLC										

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E2023-1820		05/23/2025	10322416	06172025	120016	360.00	06/09/2025	INV	PD	REFUND PERMIT E2023-1820
14318 MAL BELMONT LLC										
E2023-2043		05/23/2025	10322411	06172025	120017	325.00	06/09/2025	INV	PD	REFUND PERMIT E2023-2043
15044 MANN, LORI										
155586		06/02/2025	10322557	06172025	120018	264.00	06/02/2025	INV	PD	REFUND 155586 1SUM0307-02
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
822204		12/09/2024	10322767	06172025	120019	743.90	06/09/2025	INV	PD	11/24 D. Padilla Legal Fe
829702		03/17/2025	10322775	06172025	120019	178.00	06/09/2025	INV	PD	2/25 M. Rhoads Legal Fees
829713		03/17/2025	10322541	06172025	120019	4,542.00	06/09/2025	INV	PD	2/25 D. Garces Legal Fees
829754		03/17/2025	10322542	06172025	120019	1,970.00	06/09/2025	INV	PD	2/25 R. Woodson Legal Fee
830048		03/19/2025	10322733	06172025	120019	926.00	06/09/2025	INV	PD	2/25 D. Padilla Legal Fee
831983		04/14/2025	10322547	06172025	120019	1,732.50	06/09/2025	INV	PD	3/25 M. Rhoads Legal Fees
832007		04/14/2025	10322544	06172025	120019	1,264.60	06/09/2025	INV	PD	3/25 R. Woodson Legal Fee
832024		04/14/2025	10322722	06172025	120019	248.50	06/09/2025	INV	PD	3/25 D. Padilla Legal Fee
833226		05/09/2025	10322782	06172025	120019	110.00	06/09/2025	INV	PD	4/25 D. Padilla Legal Fee
833227		05/09/2025	10322787	06172025	120019	2,246.75	06/09/2025	INV	PD	4/25 R. Woodson Legal Fee
14839 MARINE MAMMAL CARE CENTER						13,962.25				
RB-1002	6792	05/19/2025	10322861	06172025	120020	15,000.00	06/09/2025	INV	PD	MARINE MAMMAL RESCUE/RECO
2049 MARTIN, SCOTT										
04070418milmartin		06/05/2025	10322754	06172025	120021	511.00	06/05/2025	INV	PD	per diem mil martin super
2084 MCCUNE & HARBER, LLP.										
127952		03/31/2025	10322756	06172025	120022	34.35	06/09/2025	INV	PD	3/25 K. Alexander Legal F
127954		03/31/2025	10322755	06172025	120022	22.45	06/09/2025	INV	PD	2/25 M. Cobley Expenses
127956		03/31/2025	10322742	06172025	120022	1,716.50	06/09/2025	INV	PD	3/25 S. Dettelbach Legal
127957		03/31/2025	10322759	06172025	120022	1,632.60	06/09/2025	INV	PD	3/25 J. Shannon Legal Fee
127958		03/31/2025	10322736	06172025	120022	1,200.50	06/09/2025	INV	PD	3/25 K. Brimer Legal Fees
128428		04/30/2025	10322942	06172025	120022	744.35	06/09/2025	INV	PD	4/25 S. Dettelbach Legal
11171 MEHTA MECHANICAL COMPANY, INC.						5,350.75				
MMC-018A	6048	05/27/2025	10322399	06172025	120023	75,857.50	06/09/2025	INV	PD	PORTOFINO WAY & YACHT CLU
4582 MELAD & ASSOCIATES										
RB25-09	6385	04/19/2025	10322850	06172025	120024	12,127.50	06/05/2025	INV	PD	Melad & Associates plan c
RB25-10	6385	04/19/2025	10322853	06172025	120024	16,485.00	06/05/2025	INV	PD	Melad & Associates plan c
9957 MICHAEL BAKER INTERNATIONAL, INC.						28,612.50				

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1245592	6349	05/27/2025	10322798	06172025	120025	4,805.00	06/09/2025	INV	PD	ARTESIA/AVIATION RIGHT TU
7177 MICHEL & ASSOCIATES, P.C.										
13325TS/8427QB		01/22/2025	10322717	06172025	120026	4,613.33	06/09/2025	INV	PD	12/24 Laughton Legal Fees
13352TS		01/24/2025	10322720	06172025	120026	413.00	06/09/2025	INV	PD	12/24 Barrett Legal Fees
13617TS		04/24/2025	10322959	06172025	120026	5,342.50	06/09/2025	INV	PD	3/25 D. Barker Legal Fees
13622TS		04/24/2025	10322789	06172025	120026	265.50	06/09/2025	INV	PD	3/25 D. Laughton Legal Fe
13625TS/8524QB		04/24/2025	10322958	06172025	120026	1,892.01	06/09/2025	INV	PD	3/25 R. Rivas Legal Fees
8522QB		03/31/2025	10322960	06172025	120026	1,610.65	06/09/2025	INV	PD	3/25 D. Barker Expenses
						14,136.99				
2144 MIDWEST TAPE										
507181391		05/16/2025	10322462	06172025	120027	15,000.00	06/15/2025	INV	PD	DIGITAL MATERIAL
12334 MINTZ, LEVIN, COHN, FERRIS, GLOVSKY,										
9413537		02/04/2025	10323019	06172025	120028	1,194.20	06/09/2025	INV	PD	1/25 9300 wilshire Invers
9413538		02/04/2025	10323018	06172025	120028	4,442.00	06/09/2025	INV	PD	1/25 CPRA Requests Legal
						5,636.20				
13349 MINUTEMAN PRESS REDONDO BEACH										
34118	6217	05/14/2025	10322244	06172025	120029	199.07	05/22/2025	INV	PD	Minuteman Press Printing
34150	6217	05/20/2025	10322245	06172025	120029	2,076.12	05/22/2025	INV	PD	Minuteman Press Printing
34158	6217	05/22/2025	10322357	06172025	120029	788.41	05/23/2025	INV	PD	Minuteman Press Printing
34183	6217	05/29/2025	10322621	06172025	120029	186.15	06/03/2025	INV	PD	Minuteman Press Printing
						3,249.75				
14059 MITCHELL, ROSS										
155845		06/02/2025	10322546	06172025	120030	400.00	06/02/2025	INV	PD	REFUND 155845 WP RETURN D
15039 MOELLER, ALYSSA										
154415		06/02/2025	10322551	06172025	120031	214.50	06/02/2025	INV	PD	REFUND 154415 1SUM0304-08
12750 MONTEILH, AUSTIN										
04200425PD		06/05/2025	10322812	06172025	120032	473.00	06/05/2025	INV	PD	PER DIEM HOTEL STAY CHEM
8701 MOTOROLA SOLUTIONS, INC.										
8282136027	6780	05/21/2025	10322829	06172025	120033	8,992.64	06/20/2025	INV	PD	KVL 5000 - KEY VARIABLE L
8792 MUNICIPAL EMERGENCY SERVICES, INC.										
IN2265881	6759	05/21/2025	10322911	06172025	120034	77,506.61	06/09/2025	INV	PD	17 SETS OF PPE PER CC 12/
IN2265885	6470	05/21/2025	10322908	06172025	120034	22,866.65	06/09/2025	INV	PD	5 SECONDS SETS OF PPE PER
						100,373.26				
2219 NAN MCKAY & ASSOCIATES, INC										
INV300137		06/05/2025	10322741	06172025	120035	239.00	06/05/2025	INV	PD	MODEL ADMIN PLAN REV SERV

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15045 NGUYEN, MINA										
155588		06/02/2025	10322565	06172025	120036	1,602.00	06/02/2025	INV	PD	REFUND 155588 1SUM0300 03
10711 NICHOLS CONSULTING ENGINEERS, CHTD										
910073018	6038	05/27/2025	10322956	06172025	120037	57,538.26	06/09/2025	INV	PD	RESIDENTIAL STREET REHABI
910073018A	6930	05/27/2025	10322957	06172025	120037	13,108.72	06/09/2025	INV	PD	2023 RESIDENTIAL STREET R
						70,646.98				
14297 NIKO HOME BUILDERS										
E2023-2027		05/23/2025	10322429	06172025	120038	325.00	06/09/2025	INV	PD	REFUND PERMIT E2023-2027
15060 O'ROURKE, SEAN										
PSA 04/16/2025		04/16/2025	10322954	06172025	120039	766.75	06/09/2025	INV	PD	PSA AMERICAN PLANNING ASS
4796 OCCU-MED, LTD.										
0525900		04/30/2025	10322657	06172025	120042	1,158.50	06/09/2025	INV	PD	PHYSICALS 3 PT EE AND 1 F
0525900.3		04/30/2025	10322655	06172025	120040	4,798.98	06/09/2025	INV	PD	PHYSICALS 7 PT EE AND 4 F
0525900.4		04/30/2025	10322656	06172025	120041	284.04	06/09/2025	INV	PD	PHYSICALS 1 PT EE APRIL 2
						6,241.52				
7131 OCHOA, IGNACIO										
0157911		06/10/2025	10323068	06172025	120043	150.00	06/10/2025	INV	PD	SAILING 5/12 BOTTOM BOATS
0157912		06/10/2025	10323070	06172025	120043	440.00	06/10/2025	INV	PD	SAILING 5/28MOTORBRACKET R
						590.00				
13029 ODP BUSINESS SOLUTIONS, LLC										
420069874001		04/22/2025	10322862	06172025	120044	34.97	06/05/2025	INV	PD	OFFICE SUPPLIES AHUMADA
420073925001		04/22/2025	10322864	06172025	120044	21.93	06/05/2025	INV	PD	OFFICE SUPPLIES AHUMADA
420220014001		05/08/2025	10322602	06172025	120044	93.50	06/13/2025	INV	PD	GALVAN OFFICE SUPPLIES
420222691001		05/09/2025	10322607	06172025	120044	52.56	06/13/2025	INV	PD	GALVAN OFFICE SUPPLIES
421331774001		05/21/2025	10322675	06172025	120044	133.00	06/09/2025	INV	PD	FIRE ADMIN OFFICE SUPPLIE
422021377001		05/15/2025	10322498	06172025	120044	293.05	06/15/2025	INV	PD	PRINTER INK FOR SEWERS, S
422040748001		05/28/2025	10322849	06172025	120044	235.62	06/27/2025	INV	PD	OFFICE SUPPLIES - CASERMA
422110748001		06/06/2025	10323017	06172025	120044	103.14	06/06/2025	INV	PD	OFFICE SUPPLIES
422192632001		05/16/2025	10322661	06172025	120044	18.37	06/09/2025	INV	PD	ODP LIFESAVERS
422782020001		05/09/2025	10322252	06172025	120044	385.99	05/22/2025	INV	PD	OFFICE SUPPLIES PAPER
422910006001		05/19/2025	10322660	06172025	120044	226.82	06/09/2025	INV	PD	ODP FOLDERS & PENS
423945617001		05/26/2025	10322826	06172025	120044	72.86	06/09/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
423945769001		05/27/2025	10322828	06172025	120044	174.56	06/09/2025	INV	PD	COFFEE AND OFFICE SUPPLIE
424317399001		06/05/2025	10322738	06172025	120044	160.41	06/05/2025	INV	PD	OFFICE SUPPLIES
424957385001		06/06/2025	10322966	06172025	120044	168.61	06/09/2025	INV	PD	OFFICE SUPPLIES
424961324001		06/06/2025	10322967	06172025	120044	29.95	06/09/2025	INV	PD	OFFICE SUPPLIES
						2,205.34				
10183 ON THE WING FALCONRY										
781096	6626	06/04/2025	10322710	06172025	120045	11,124.00	06/09/2025	INV	PD	PEST BIRD ABATEMENT SERV

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13292 PACIFIC MEDICAL WASTE										
102532		12/13/2024	10322904	06172025	120046	195.93	06/09/2025	INV	PD	HAZMAT MEDICAL WASTE DISP
102533		12/13/2024	10322902	06172025	120046	195.93	06/09/2025	INV	PD	HAZMAT MEDICAL WASTE DISP
						391.86				
12881 PAN, YUEKUN										
1816BELMONT-REFUND		06/05/2025	10322858	06172025	120047	3,000.00	06/05/2025	INV	PD	DEMO REFUND FOR 1816 BELM
14215 PAW VETERINARY CENTER INC										
E2023-1512		05/23/2025	10322492	06172025	120048	138.00	06/09/2025	INV	PD	REFUND PERMIT E2023-1512
13008 PAYBYPHONE TECHNOLOGIES INC.										
INVPBP-HQ-15953		05/31/2025	10322998	06172025	120049	380.36	06/06/2025	INV	PD	05/2025 WATERFRONT TRANSA
INVPBP-HQ-15954		05/31/2025	10322997	06172025	120049	896.80	06/06/2025	INV	PD	05/2025 TRANSACTION FEES
						1,277.16				
14339 PEGASUS STUDIOS										
980	6885	06/01/2025	10322592	06172025	120050	8,400.00	06/03/2025	INV	PD	CITY MEETINGS ACTIVATE AV
15034 PEREZ, KARLA										
154011		06/03/2025	10322635	06172025	120051	400.00	06/03/2025	INV	PD	REFUND 154011 AV RETURN D
12236 PERFORMANCE TRUCK REPAIR INC.										
19237	6904	05/15/2025	10322386	06172025	120052	19,510.72	05/25/2025	INV	PD	REPAIRS TO FD ENGINE 61
14460 PI ENVIRONMENTAL LLC										
CRB-003	6934	06/06/2025	10322989	06172025	120053	3,000.00	06/06/2025	INV	PD	July 4, 2025 Fireworks -
13211 PIRSAHELI, BIJAN										
ELECSURPDPIRSAHELI		06/05/2025	10322796	06172025	120054	23.00	06/05/2025	INV	PD	ELEC SURVEILLANCE PER DIE
ICIPDPPIRSAHELI		06/05/2025	10322795	06172025	120054	230.00	06/05/2025	INV	PD	ICI PER DIEM PIRSAHELI
						253.00				
2487 PLUMBER'S DEPOT										
PD-58532	6278	04/16/2025	10322437	06172025	120055	5,256.89	05/16/2025	INV	PD	EQUIPMENT FOR GAPVAX COMB
PD-58533		04/16/2025	10322432	06172025	120055	4,769.13	05/16/2025	INV	PD	PARTS FOR WARTHOG FOR SEW
						10,026.02				
15037 PORTER, MELISSA										
154015		06/03/2025	10322630	06172025	120056	200.00	06/03/2025	INV	PD	REFUND 154015 AV RETURN D
11747 PORTOFINO HOTEL & MARINA										

CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
06022025		06/02/2025	10322835	06172025	120057	206.15	06/09/2025	INV	PD	05/2025 MEU BOAT FUEL
5485 PORTOFINO HOTEL & YACHT CLUB										
06022025		06/02/2025	10322669	06172025	120058	406.44	06/09/2025	INV	PD	FUEL 801
06022025-2		06/02/2025	10322670	06172025	120058	1,012.84	06/09/2025	INV	PD	FUEL
						1,419.28				
2510 POWERPHONE, INC.										
84031	6936	05/30/2025	10323073	06172025	120059	68,999.00	06/29/2025	INV	PD	YEAR 1 - EMERGENCY MEDICA
15056 PROCTOR, CHAD										
142494		06/03/2025	10322639	06172025	120060	314.15	06/03/2025	INV	PD	REFUND 142494 7REC0105-03
13205 PROSHRED SECURITY										
100072396		06/06/2025	10322890	06172025	120061	1,065.00	06/09/2025	INV	PD	RECORDS DESTRUCTION
2548 PRUDENTIAL OVERALL SUPPLY										
43033417		06/03/2025	10322666	06172025	120062	29.45	06/09/2025	INV	PD	MATS/ACCT 20419235 FD #3
10446 PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.										
900666		05/23/2025	10322748	06172025	120063	462.00	06/05/2025	INV	PD	PSYCH EVAL PETERSON DISPA
12665 QUALITY REFRIGERATION COMPANY INC										
108650-IN	6905	05/23/2025	10322442	06172025	120064	15,819.00	06/23/2025	INV	PD	HOT WATER SHUT OFF VALVE
2573 QUICK CRETE PRODUCTS CORP.										
133100		06/03/2025	10322596	06172025	120065	604.53	06/03/2025	INV	PD	BRONZE PLAQUE FOR KELLY R
12257 RACE COMMUNICATIONS										
RC1637503		06/03/2025	10322583	06172025	120066	2,040.00	06/03/2025	INV	PD	116719 RC1637503
11590 RAL PETROLEUM EQUIPMENT, INC.										
90973		05/22/2025	10322609	06172025	120067	274.84	06/22/2025	INV	PD	STOCK UNLEADED FUEL HOSES
8230 RAYNE WATER SYSTEMS										
8636		05/31/2025	10322571	06172025	120068	134.00	07/01/2025	INV	PD	FS2 WATER SOFTNER 6/1-6/3
15053 REDONDO BEACH YOUTH BASEBALL										
154014		06/03/2025	10322629	06172025	120069	200.00	06/03/2025	INV	PD	REFUND 154014 AV RETURN D
12696 REACHING EDUCATIONAL MILESTONES										
5112025		06/06/2025	10323024	06172025	120070	546.33	06/06/2025	INV	PD	PARTIAL REFUND FOR REM MO

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
11255 RED SECURITY GROUP, LLC										
100317		11/13/2024	10322436	06172025	120071	253.47	12/13/2024	INV	PD	TROUBLESHOOT LOCKING HARD
103011		06/05/2025	10322863	06172025	120071	415.00	06/05/2025	INV	PD	COMBO CHANGE ON VAULT DOO
						668.47				
9637 REGIONAL TAP CENTER										
6025213		06/06/2025	10322928	06172025	120072	866.00	06/06/2025	INV	PD	TAP April 2025
5111 REGISTRAR RECORDER										
25-2196		06/06/2025	10322961	06172025	120073	4,998.07	06/09/2025	INV	PD	RBUSD SUPPORT ELECTION -
12044 RENDELL, BRAD										
05212025		05/21/2025	10322664	06172025	120074	170.00	06/09/2025	INV	PD	UNDERWATER MAINTENANCE FI
15040 RESTORATION LIFE CHURCH										
154557		06/02/2025	10322552	06172025	120075	1,562.50	06/02/2025	INV	PD	REFUND 154557 SSL BOOKING
7393 REYNOLDS DEVELOPMENT CORP.										
E2023-1981		05/23/2025	10322403	06172025	120076	325.00	06/09/2025	INV	PD	REFUND PERMIT E2023-1981
5659 REYNOSO, ANDREW										
ARSP2025		05/27/2025	10322445	06172025	120077	14,055.30	05/27/2025	INV	PD	ARSP2025 SPRING2025 TENNI
2685 RICHARDS, WATSON & GERSHON										
251672		02/12/2025	10322763	06172025	120078	2,633.33	06/09/2025	INV	PD	1/25 New Commune DTLA LLC
252129A		03/14/2025	10322554	06172025	120078	12,696.00	06/09/2025	INV	PD	2/25 Mehta Mechanical Cor
252129D		03/14/2025	10322731	06172025	120078	3,953.00	06/09/2025	INV	PD	2/25 Muni Code/City Chart
						19,282.33				
11081 RJ'S CONSTRUCTION SUPPLIES										
3465279		09/19/2024	10322600	06172025	120079	15.31	10/19/2024	INV	PD	WATER FOR STREETS DIV.
12010 ROADLINE PRODUCTS INC, USA										
21330		05/15/2025	10322723	06172025	120080	1,881.73	06/14/2025	INV	PD	LED FLASHING SIGN SYSTEM
21380		05/26/2025	10322721	06172025	120080	1,151.16	06/25/2025	INV	PD	MANUAL DRIVE CAP FOR STRE
						3,032.89				
14102 ROBERT HALF										
64951350	6284	05/08/2025	10322473	06172025	120081	2,988.67	05/29/2025	INV	PD	TEMPORARY STAFFING FOR FI
64976236	6284	05/15/2025	10322474	06172025	120081	2,968.88	05/29/2025	INV	PD	TEMPORARY STAFFING FOR FI
64995908	6284	05/21/2025	10323077	06172025	120081	3,048.05	06/10/2025	INV	PD	TEMPORARY STAFFING FOR FI
65002047	6391	05/22/2025	10322393	06172025	120081	870.68	06/09/2025	INV	PD	ROBERT HALF INC Contracto
65002142	6391	05/22/2025	10322392	06172025	120081	2,119.32	06/09/2025	INV	PD	ROBERT HALF INC Contracto

CITY OF REDONDO BEACH

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
65014131	6284	05/28/2025	10323078	06172025	120081	3,166.80	06/10/2025	INV	PD	TEMPORARY STAFFING FOR FI
65014195	6812	06/06/2025	10322971	06172025	120081	1,728.00	06/09/2025	INV	PD	TEMPORARY STAFFING SERVIC
65025902	6391	05/29/2025	10322615	06172025	120081	889.20	06/09/2025	INV	PD	ROBERT HALF INC Contracto
65027926	6812	06/06/2025	10322969	06172025	120081	1,339.20	06/09/2025	INV	PD	TEMPORARY STAFFING SERVIC
65049595	6391	06/05/2025	10322877	06172025	120081	1,824.97	06/09/2025	INV	PD	ROBERT HALF INC Contracto
65050082	6391	06/05/2025	10322876	06172025	120081	666.90	06/09/2025	INV	PD	ROBERT HALF INC Contracto
65050393	6391	06/05/2025	10322878	06172025	120081	1,824.97	06/09/2025	INV	PD	ROBERT HALF INC Contracto
						23,435.64				
6661 ROBERTSON'S										
660813		05/22/2025	10322589	06172025	120082	903.56	06/10/2025	INV	PD	CONCRETE FOR 2110 RIPLEY
660823		05/23/2025	10322591	06172025	120082	923.56	06/10/2025	INV	PD	CONCRETE FOR 2110 RIPLEY
662907		05/29/2025	10322825	06172025	120082	929.56	06/10/2025	INV	PD	CONCRETE FOR S HELBERTA/
						2,756.68				
15022 RODARTE, ADRIAN										
TEAMSTERS 04/04/2025		04/04/2025	10322686	06172025	120083	350.00	06/09/2025	INV	PD	TEAMSTERS CA NATIVE PLANT
TEAMSTERS 11/15/2024		11/15/2024	10322684	06172025	120083	60.00	06/09/2025	INV	PD	TEAMSTERS SFMA TURFGRASS
						410.00				
4755 ROSS, RICHARD										
TEAMSTERS 04/02/2025		04/02/2025	10322681	06172025	120084	325.00	06/09/2025	INV	PD	TEAMSTERS MANAGING FOR SU
TEAMSTERS 04/30/2025		04/30/2025	10322678	06172025	120084	325.00	06/09/2025	INV	PD	TEAMSTERS MBX935 TEAM DEV
TEAMSTERS 5/28/2025		05/28/2025	10322948	06172025	120084	220.00	06/09/2025	INV	PD	TEAMSTERS TEAM MANAGEMENT
						870.00				
12505 RUSTAMZADA, KHALED										
AICCRUSTYPD		06/05/2025	10322784	06172025	120085	115.00	06/05/2025	INV	PD	PER DIEM AICC RUSTAMZADA
ICIRUSTY		06/05/2025	10322786	06172025	120085	230.00	06/05/2025	INV	PD	PER DIEM ICI RUSTAMZADA
						345.00				
13562 SADEGHI, SINA										
POA 4/10/2025		04/10/2025	10322930	06172025	120086	275.00	06/09/2025	INV	PD	POA LEO SHOOTING COURSES
2779 SAFELITE GLASS CORP.										
05913-804748		05/20/2025	10322379	06172025	120087	441.14	06/20/2025	INV	PD	UNIT 660 WINDSHIELD
2783 SAFETY-KLEEN CORPORATION										
97150357		04/30/2025	10322375	06172025	120088	1,200.17	05/30/2025	INV	PD	STOCK OIL
97217625		05/17/2025	10322650	06172025	120088	187.00	06/16/2025	INV	PD	SHOP USED OIL PICK-UP
						1,387.17				
14800 SAFETYCENTRIC INC										
INV26298	6731	05/19/2025	10322246	06172025	120089	600.00	05/22/2025	INV	PD	SAFETY CENTRIC CONTRACTOR
INV26314	6731	05/29/2025	10322517	06172025	120089	300.00	05/29/2025	INV	PD	SAFETY CENTRIC CONTRACTOR

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10378 SAI CONSTRUCTION						900.00				
E-6258		05/23/2025	10322406	06172025	120090	295.00	06/09/2025	INV	PD	REFUND PERMIT E-6258 3013
3031 SC FUELS										
IN-0000714088	6901	05/14/2025	10322381	06172025	120091	29,373.28	06/13/2025	INV	PD	8,000 GALLONS UNLEADED FU
14361 SCHWARZKOPF, STEVE										
E-4351		05/23/2025	10322402	06172025	120092	1,847.00	06/09/2025	INV	PD	REFUND PERMIT E-4351 842
11774 SHAFER, MARIA										
2025-031 RBPC		06/06/2025	10322896	06172025	120093	1,020.00	06/09/2025	INV	PD	MEETING MINUTES FOR PLANN
14731 SHEA HOMES LIMITED PARTNERSHIP										
E2022-1168A		05/23/2025	10322365	06172025	120094	35,592.00	06/09/2025	INV	PD	REFUND PERMIT E2022-1168A
9823 SHRED-IT USA LLC										
8010971005		06/06/2025	10322888	06172025	120095	433.27	06/09/2025	INV	PD	PAPER SHREDDING SERVICE
8931 SIGNAL ATTORNEY SERVICE, INC.										
043025		04/30/2025	10322561	06172025	120096	283.00	06/09/2025	INV	PD	Services Rendered from 04
2899 SILVER STAR PLUMBING										
E-2729		05/23/2025	10322496	06172025	120097	1,000.00	06/09/2025	INV	PD	REFUND PERMIT E-2729 315
E-5408		05/23/2025	10322495	06172025	120097	1,000.00	06/09/2025	INV	PD	REFUND PERMIT E-5408 107
E-6647		05/23/2025	10322497	06172025	120097	1,000.00	06/09/2025	INV	PD	REFUND PERMIT E-6647 424
						3,000.00				
15048 CASPELLAN SONI, SHERYL										
155753		06/02/2025	10322567	06172025	120098	55.00	06/02/2025	INV	PD	REFUND 155753 1FCN1000-01
8862 SONSTRAY MACHINERY										
SW0073396-1		05/30/2025	10322651	06172025	120099	785.00	06/30/2025	INV	PD	UNIT 362 SERVICE CALL - N
2987 SOUTH BAY FIRE CHIEF'S ASSOCIATION										
05052025		05/05/2025	10322691	06172025	120100	450.00	06/09/2025	INV	PD	CHIEF BUTLER 2024 ANNUAL
10381 SOUTH BAY FIRE, INC.										
194086		04/23/2025	10322692	06172025	120101	100.97	04/23/2025	INV	PD	2 FIRE EXTINGUISHERS FOR
11210 SOUTH BAY FLEET SPECIALIST										

CITY OF REDONDO BEACH

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
21816		05/08/2025	10322374	06172025	120102	2,490.69	06/08/2025	INV	PD	UNIT 403 FRONT AND REAR D
21819		05/22/2025	10322484	06172025	120102	1,116.41	06/22/2025	INV	PD	UNIT 649 FENDER AND FRONT
21821		05/22/2025	10322485	06172025	120102	2,508.70	06/22/2025	INV	PD	UNIT 645 FRONT/REAR DOOR
						6,115.80				
2990 SOUTH BAY FORD										
527422		05/19/2025	10322373	06172025	120104	3,314.70	06/19/2025	INV	PD	UNIT 654 REPAIR TIMING CH
527570		05/02/2025	10322625	06172025	120104	806.33	06/02/2025	INV	PD	UNIT 206 REMOVED/REPLACED
527574		05/21/2025	10322380	06172025	120104	1,362.22	06/21/2025	INV	PD	UNIT 653-17 RECHARGE A/C,
541286		05/20/2025	10322378	06172025	120103	63.44	06/20/2025	INV	PD	UNIT 654 WASHER PUMP
541851		05/23/2025	10322480	06172025	120103	82.94	06/23/2025	INV	PD	UNIT 101-09 THIRD BRAKE L
541855		05/23/2025	10322479	06172025	120103	491.78	06/23/2025	INV	PD	UNIT 676 STEERING LINKAGE
542024		05/27/2025	10322482	06172025	120103	501.31	06/27/2025	INV	PD	UNIT 676-07 OUTER TIRE RO
542145		05/27/2025	10322513	06172025	120103	138.28	06/27/2025	INV	PD	UNIT 676-07 SUN VISOR RET
542220		05/28/2025	10322512	06172025	120103	82.94	09/10/2025	INV	PD	UNIT 676-07 RUBBER BUSHIN
542772		05/30/2025	10322608	06172025	120103	99.07	06/30/2025	INV	PD	STOCK EXPLORERS BOTTOM EN
542977		06/02/2025	10322624	06172025	120103	103.94	07/02/2025	INV	PD	UNIT 255 BLINKER AND WASH
543164		06/03/2025	10322623	06172025	120103	11.54	07/02/2025	INV	PD	UNIT 676 SUN VISOR CLIP
543274		06/03/2025	10322769	06172025	120103	73.92	07/03/2025	INV	PD	UNIT 402 TIRE SENSOR
						7,132.41				
3005 SOUTH COAST AIR QUALITY MANAGEMENT DISTR										
4534275		05/02/2025	10322431	06172025	120105	170.94	07/01/2025	INV	PD	RINDGE PUMP EMISSION FEES
4539276		05/02/2025	10322388	06172025	120105	167.47	07/01/2025	INV	PD	300 CARNELIAN ST AQMD FEE
4540539		05/02/2025	10322477	06172025	120105	167.47	07/01/2025	INV	PD	721 CAMINO REAL AQMD FEE
4541709		05/02/2025	10322428	06172025	120105	565.63	07/01/2025	INV	PD	RINDGE PUMP GENERATOR REN
						1,071.51				
3016 SOUTHERN CALIFORNIA EDISON										
700062436318-051425		05/14/2025	10322524	06172025	120107	9,022.41	06/03/2025	INV	PD	101 TORR BL, INT'L BOARDW
700063072575-051425		05/14/2025	10322523	06172025	120107	82,187.66	06/03/2025	INV	PD	700 JULIA, 2000 ARTESIA,
700354269811-052925		05/29/2025	10322760	06172025	120107	1,597.05	06/18/2025	INV	PD	1521 KINGS DALE AVE 04/25
700464670763-052725		05/27/2025	10322761	06172025	120107	686.27	06/16/2025	INV	PD	1928 NELSON AVE 04/23/25-
700776225568-052825		05/28/2025	10322732	06172025	120107	349.20	06/17/2025	INV	PD	715 JULIA AVE 4/24/25 - 5
SoCalEdison 6.18.25		06/06/2025	10322918	06172025	120106	99.70	06/06/2025	INV	PD	SoCalEdison PED 4.25-5.26
						93,942.29				
3045 SPECIALTY DOORS										
559265		04/17/2025	10322433	06172025	120108	1,909.97	05/17/2025	INV	PD	MAIN LIBRARY AUTO DOOR TR
4349 STARBOUND										
5022025		06/06/2025	10323021	06172025	120109	4,132.12	06/06/2025	INV	PD	PARTIAL REFUND FOR STARBO
3079 STATE CONTROLLER'S OFFICE										
FTB-00007947		05/07/2025	10322907	06172025	120110	1,128.63	06/06/2025	INV	PD	FTB OFFSET 7/1/24-6/30/25
13591 STELLEN DESIGN LLC										
2978		05/19/2025	10322249	06172025	120111	3,399.88	05/22/2025	INV	PD	RB KIOSK DESIGN MAP DIGIT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
14275 STERGAR, STEVEN										
E-2943		06/06/2025	10322886	06172025	120112	1,000.00	06/09/2025	INV	PD	REFUND PERMIT E-2943 1714
12898 STRIVE DESIGN INC										
303808		05/30/2025	10322772	06172025	120113	134.75	06/05/2025	INV	PD	macaulay CSI uniform
15061 T AND A BUILDERS										
E-9323		06/06/2025	10322975	06172025	120114	1,500.00	06/09/2025	INV	PD	REFUND PERMIT E-9323 2411
10365 T-MOBILE										
205379417-06192025		05/29/2025	10322490	06172025	120115	518.22	05/29/2025	INV	PD	T MOBILE FIRE MDCS 205379
997675723-06192025		06/03/2025	10322581	06172025	120115	121.60	06/03/2025	INV	PD	HSI ROUTERS NASPO MA176
99807481805212025		05/21/2025	10322841	06172025	120115	5,914.65	06/19/2025	INV	PD	MONTHLY FEES ACCOUNT 9980
998197361-06192025		05/21/2025	10322683	06172025	120115	92.70	06/09/2025	INV	PD	FIRE DEPT PHONES/INTERNET
999828330-06192025		06/06/2025	10322870	06172025	120115	54.33	06/06/2025	INV	PD	NASPO MA176 999828330
						6,701.50				
8435 T-MOBILE USA										
9605488746		05/21/2025	10322612	06172025	120116	250.00	05/21/2025	INV	PD	SIU TOWER DUMP 25 001153
9605488747		05/21/2025	10322613	06172025	120116	100.00	05/21/2025	INV	PD	SIU 25 2163 TOWER DUMP
9606730583		06/02/2025	10322614	06172025	120116	165.00	06/17/2025	INV	PD	TIMING ADVANCE GPS LOCATE
999820991-0425		04/21/2025	10322983	06172025	120117	453.67	05/20/2025	INV	PD	APRIL '25 PW IPADS
999820991-0525		05/21/2025	10322987	06172025	120117	416.57	06/21/2025	INV	PD	PW IPADS MAY '25
						1,385.24				
9715 T2 SYSTEMS CANADA INC.										
INVEBP0000010088		05/16/2025	10322364	06172025	120118	230.50	06/09/2025	INV	PD	EXTEND BY PHONE USAGE 4/2
15041 TANAKA, SANDY										
155559		06/02/2025	10322553	06172025	120119	400.00	06/02/2025	INV	PD	REFUND 155559 AV RETURN D
14256 TEC-REFRESH INC										
498	6857	06/02/2025	10322529	06172025	120120	9,480.81	06/02/2025	INV	PD	PALO ALTO PA-415 FIREWALL
11764 THE CHUKA FAMILY TRUST										
06042025		06/05/2025	10322779	06172025	120121	22,336.72	06/05/2025	INV	PD	1922 ARTESIA BLVD. LEASE
71 TIME WARNER CABLE										
119992001052125		06/03/2025	10322588	06172025	120122	1,386.39	06/03/2025	INV	PD	119992001-05212025
187587201050125		05/22/2025	10322254	06172025	120122	5,711.07	05/22/2025	INV	PD	NETWORK SVS 187587201
187587301052125		06/03/2025	10322586	06172025	120122	149.59	06/03/2025	INV	PD	187587301-05212025
188419101052125		06/03/2025	10322585	06172025	120122	3,311.70	06/03/2025	INV	PD	188419101 05212025
188500801050125		05/22/2025	10322253	06172025	120122	258.53	05/22/2025	INV	PD	NETWORK SVS 187587201

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						10,817.28				
11361 TIREHUB, LLC										
49874176		05/21/2025	10322483	06172025	120123	811.91	08/10/2025	INV	PD	STOCK POLICE VEHICLE TIRE
50028766		05/28/2025	10322510	06172025	120123	1,152.16	09/10/2025	INV	PD	STOCK TIRES
50157234		06/03/2025	10322637	06172025	120123	224.70	09/10/2025	INV	PD	UNIT 402 TIRES
						2,188.77				
3225 TORRANCE AUTO PARTS										
2280-0525		06/01/2025	10322776	06172025	120124	4,884.88	07/01/2025	INV	PD	MAY AUTO PARTS
7130 TORRANCE AUTO REPAIR										
0190261		06/03/2025	10322770	06172025	120125	119.95	07/03/2025	INV	PD	UNIT 649 REGULAR WHEEL AL
14334 TRAMMELL, JACOB										
POA 7/1/2025		04/20/2025	10322950	06172025	120126	500.00	06/09/2025	INV	PD	POA CROSSFIT SOUTHBAY 07/
9342 TRANSUNION RISK AND ALTERNATIVE										
213833-202505-1		06/01/2025	10322616	06172025	120127	126.20	06/01/2025	INV	PD	05/2025 ACCESS CHARGES FO
3261 TURF STAR INC										
INV092010		06/03/2025	10322654	06172025	120128	1,625.11	07/03/2025	INV	PD	UNIT 295 A/C COMPRESSOR
3270 TYLER TECHNOLOGIES INC										
045-485080	6469	10/01/2024	10322358	06172025	120129	7,370.58	05/23/2025	INV	PD	TYLER SAAS
045-496586	6469	12/04/2024	10322359	06172025	120129	800.00	05/23/2025	INV	PD	TYLER SAAS
045-499470	6469	12/31/2024	10322360	06172025	120129	3,600.00	05/23/2025	INV	PD	TYLER SAAS
045-507898	6469	02/27/2025	10322361	06172025	120129	3,600.00	05/23/2025	INV	PD	TYLER SAAS
						15,370.58				
8591 U.S. POSTAL SERVICE										
270-2025		06/05/2025	10322790	06172025	120131	318.00	06/05/2025	INV	PD	PO BOX 270 ANNUAL FEE 202
6270-2025		06/05/2025	10322791	06172025	120130	2,320.00	06/05/2025	INV	PD	PO BOX 6270 ANNUAL FEE 20
						2,638.00				
15050 UNDERWOOD, REBEKAH										
155843		06/02/2025	10322569	06172025	120132	200.00	06/02/2025	INV	PD	REFUND 155843 WP RETURN D
13376 UNISHIELD										
25-001884		06/06/2025	10322992	06172025	120133	878.53	06/06/2025	INV	PD	FIRST AID CABINETS (X2) S
5332 UNITED RENTALS NORTHWEST, INC.										
185398016-063		05/31/2025	10323009	06172025	120134	197.55	06/09/2025	INV	PD	6/25 Homeless Ct Portable

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8927 VECTOR RESOURCES, INC.										
104042		05/29/2025	10322827	06172025	120135	840.00	06/09/2025	INV	PD	CAMERA REPAIR
8088 VERIZON BUSINESS SERVICES										
73346448		05/27/2025	10322421	06172025	120136	3,201.13	05/27/2025	INV	PD	CAL NET NEXT GEN SV646027
3621 VERIZON WIRELESS										
6113799437		05/18/2025	10322696	06172025	120137	1,692.53	06/09/2025	INV	PD	FIRE DEPT IPADS 04/19- 05
6114420446		06/05/2025	10322747	06172025	120137	90.51	06/05/2025	INV	PD	CELL PHONE BILL MAY 2025
6114424292		06/06/2025	10322868	06172025	120137	2,886.79	06/06/2025	INV	PD	MDC 442003601-00002
						4,669.83				
14811 VESTIS UNIFORM AND WORK PLACE										
5860442303	6754	05/21/2025	10322584	06172025	120138	114.34	06/10/2025	INV	PD	5/21 PIER UNIFORMS
5860442304	6754	05/21/2025	10322582	06172025	120138	183.21	06/10/2025	INV	PD	5/21 PARKS UNIFORMS
5860442305	6754	05/21/2025	10322587	06172025	120138	350.07	06/10/2025	INV	PD	5/21 PW YARD UNIFORMS
5860444915	6754	05/28/2025	10322578	06172025	120138	114.34	06/10/2025	INV	PD	5/28 PIER UNIFORMS
5860444916	6754	05/28/2025	10322580	06172025	120138	187.74	06/10/2025	INV	PD	5/28 PARKS UNIFORMS
5860444917	6754	05/28/2025	10322577	06172025	120138	350.28	06/10/2025	INV	PD	5/28 PW YARD UNIFORMS
						1,299.98				
8802 VISION SERVICE PLAN										
822901736		05/19/2025	10322937	06172025	120139	1,541.87	06/09/2025	INV	PD	VSP RETIREES JUNE 2025
822901740		05/19/2025	10322946	06172025	120140	6,234.06	06/09/2025	INV	PD	VSP ACTIVES JUNE 2025
						7,775.93				
10827 VOX NETWORK SOLUTIONS, INC.										
VNS-000569	6350	06/21/2025	10322879	06172025	120141	10,240.00	06/21/2025	INV	PD	Network Solutions
VNS-001548	6350	10/25/2024	10322882	06172025	120141	10,970.50	06/06/2025	INV	PD	Network Solutions
VNS-002509	6350	04/11/2025	10322883	06172025	120141	24,883.90	06/06/2025	INV	PD	Network Solutions
						46,094.40				
3392 WALTERS WHOLESALE ELECTRIC CO.										
S127085090.001		05/28/2025	10322573	06172025	120142	3,141.10	06/25/2025	INV	PD	DOMINGUEZ PARK ELECTRICAL
S127085429.001		05/28/2025	10322572	06172025	120142	3,141.10	06/25/2025	INV	PD	ELECTRICAL SUPPLIES - STR
						6,282.20				
14659 WATERMEN INC										
97936		06/04/2025	10322704	06172025	120143	1,060.88	06/04/2025	INV	PD	97936 SSL SUPPLIES RED SU
3408 WAXIE SANITARY SUPPLY										
83204002		04/30/2025	10322813	06172025	120144	562.89	05/30/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83206959	6568	05/01/2025	10322427	06172025	120144	8,013.29	05/31/2025	INV	PD	PIER JANITORIAL SUPPLIES
83222648		05/08/2025	10322815	06172025	120144	865.16	06/07/2025	INV	PD	RBPAC JANITORIAL SUPPLIES
83235729		05/14/2025	10322818	06172025	120144	447.43	06/13/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83245454		05/19/2025	10322816	06172025	120144	2,367.49	06/18/2025	INV	PD	PIER JANITORIAL SUPPLIES

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
83254895		05/22/2025	10322821	06172025	120144	1,196.01	06/21/2025	INV	PD	RBPAC JANITORIAL SUPPLIES
83264148		05/28/2025	10322817	06172025	120144	2,070.72	06/27/2025	INV	PD	PIER JANITORIAL SUPPLIES
83271137		05/30/2025	10322824	06172025	120144	1,514.86	06/29/2025	INV	PD	FACILITIES JANITORIAL SUP
						17,037.85				
14625 WELLS, JOSEPH										
AICCPDWELLS		06/05/2025	10322777	06172025	120145	72.00	06/05/2025	INV	PD	AICC PER DIEM JOSEPH WELL
POA 04/29/2025		04/29/2025	10322920	06172025	120145	500.00	06/09/2025	INV	PD	POA EQUINOX GYM MEMBERSHI
						572.00				
10518 WESTERN NRG, INC.										
216143		06/06/2025	10322869	06172025	120146	125.00	06/06/2025	INV	PD	SONIC WALL MAG1 SMA 6210
15043 WICKER, SHERRY										
155563		06/02/2025	10322556	06172025	120147	200.00	06/02/2025	INV	PD	REFUND 155563 AV RETURN D
3458 WILLIAMS SCOTSMAN, INC.										
9023193223		02/28/2025	10323006	06172025	120148	275.28	06/09/2025	INV	PD	Pallet Shelter Storage PS
9023193224		02/28/2025	10323005	06172025	120148	327.84	06/09/2025	INV	PD	Pallet Shelter Storage AS
9023193225		02/28/2025	10323004	06172025	120148	275.28	06/09/2025	INV	PD	Pallet Shelter Storage BT
9023228461		03/05/2025	10323000	06172025	120148	160.60	06/09/2025	INV	PD	Homeless Court Storage 03
9023431070		04/02/2025	10323001	06172025	120148	160.97	06/09/2025	INV	PD	Homeless Court Storage 04
9023791840		05/23/2025	10323003	06172025	120148	275.91	06/09/2025	INV	PD	Pallet Shelter Storage PS
9023791841		05/23/2025	10323002	06172025	120148	328.59	06/09/2025	INV	PD	Pallet Shelter Storage AS
9023791844		05/23/2025	10323007	06172025	120148	275.91	06/09/2025	INV	PD	Pallet Shelter Storage BT
9023854424		06/02/2025	10322648	06172025	120148	174.07	07/02/2025	INV	PD	STREETS STORAGE CONTAINER
9023873295		06/04/2025	10322822	06172025	120148	257.20	07/04/2025	INV	PD	STREETS STORAGE CONTAINER
						2,511.65				
15032 YEH, KATHLEEN										
153664		06/03/2025	10322633	06172025	120149	801.00	06/03/2025	INV	PD	REFUND 153664 1SUM0300-04
13146 YUNEX LLC										
5610005342	6560	05/28/2025	10322570	06172025	120150	5,530.05	06/28/2025	INV	PD	TRAFFIC SIGNAL RESPONSE C
5610005394	6560	05/30/2025	10322823	06172025	120150	6,098.16	06/29/2025	INV	PD	RS RESPONSE CATALINA/CARN
						11,628.21				
4049 ZIP REPORTS										
52705250528		06/05/2025	10322746	06172025	120151	4.75	06/05/2025	INV	PD	REPORTS ORDERED MAY 2025
3510 ZOLL MEDICAL CORPORATION										
4209483		05/27/2025	10322688	06172025	120152	935.73	06/09/2025	INV	PD	MEDICAL AID SUPPLIES
4209897		05/28/2025	10322687	06172025	120152	182.73	06/09/2025	INV	PD	MEDICAL AID SUPPLIES
4210764		05/28/2025	10322685	06172025	120152	558.28	06/09/2025	INV	PD	MEDICAL AID SUPPLIES
						1,676.74				



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
550 INVOICES						2,185,826.71			

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



Administrative Report

H.5., File # 25-0645

Meeting Date: 6/17/2025

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

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AMENDMENT TO THE AGREEMENT WITH URBAN GRAFFITI ENTERPRISES, INC. FOR GRAFFITI REMOVAL SERVICES FOR AN ADDITIONAL AMOUNT OF \$12,150 AND TO EXTEND THE TERM TO OCTOBER 19, 2025

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

2. APPROVE AN AGREEMENT WITH CHRISTINE WILLIAMS FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "WHIMSICAL WHEELS" AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

3. APPROVE AN AGREEMENT WITH ARMELLE VERVIALLE NGO FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "THE WHIMSICAL WAVE" AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

4. APPROVE AN AGREEMENT WITH GENEVIEVE ESSON FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "PEOPLE ON THE BEACH WITH SEAGULLS" AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

5. APPROVE AN AGREEMENT WITH RICHARD RAYNER FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "ENTANGLEMENT #34" AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

6. APPROVE AN AGREEMENT WITH COLLEEN ANN MURPHY FOR A LICENSE TO USE ORIGINAL ARTWORK DESIGN "REDONDO BEACH PIER" AS PART OF THE UTILITY BOX PUBLIC ART PROGRAM, IN AN AMOUNT NOT TO EXCEED \$500, FOR THE TERM JUNE 17, 2025 TO DECEMBER 16, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

7. APPROVE AN AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE EXPANSION OF THE REDONDO BEACH PALLET SHELTER TO EXTEND THE TERM TO JUNE 30, 2026

CONTACT: JOY FORD, CITY ATTORNEY

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- First Amendment & Signature - Urban Graffiti Enterprises, Inc.
- Agmt - Original Agreement with Urban Graffiti Enterprises, Inc., July 21, 2020
- Agmt & Signature - Christine Williams
- Agmt & Signature - Armelle Vervialle Ngo
- Agmt & Signature - Genevieve Esson
- Agmt & Signature - Richard Rayner
- Agmt & Signature - Colleen Ann Murphy
- Agmt, Signature & Insurance - Carfax
- Amendment & Signature - County of Los Angeles
- Agmt - County of Los Angeles

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND URBAN GRAFFITI ENTERPRISES, 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 Urban Graffiti Enterprises, Inc., a California Corporation ("Consultant" or "Contractor").

WHEREAS, on July 21, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, pursuant to Exhibit "B" of the Agreement, the City exercised its two options to extend the term of the Agreement, first from July 21, 2023 through July 20, 2024, and again from July 21, 2024 to July 20, 2025, by letters from the Mayor; and

WHEREAS, the parties desire to extend the term of the Agreement under the same terms and conditions and to increase the total not to exceed compensation.

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 is hereby amended to add Exhibit "B-1", which is attached hereto and incorporated herein by reference. Exhibit "B-1" extends the Agreement term to October 19, 2025. 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", which increases Consultant's compensation by \$12,150, thereby setting a new limit of \$255,150. Exhibit "C-1" also updates the method of payment and notice provisions. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A".
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 agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 17th day of June, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

URBAN GRAFFITI ENTERPRISES, INC.,
a California corporation

James A. Light, Mayor

DocuSigned by:
Juan Reinoso
D8918EB03210438...
By: _____
Name: Juan Reinoso
Title: President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "B-1"

TERM AND TIME OF COMPLETION

TERM: The term of this Agreement shall be extended to October 19, 2025 ("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.

1. **AMOUNT.** Consultant shall be paid total compensation in the amount of \$4,050 per month for services described in Exhibit "A". Consultant's compensation is a fixed fee and includes all services described in Exhibit "A". In no event shall Consultant's total compensation exceed \$255,150 during the term of the Agreement, as amended by this First Amendment.
2. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall include a schedule of the work performed for the previous month, the work performed for each work order, the police report number associated with each work order, a description of the work performed, the date the work was performed, a list of the employees performing the work, the number of hours each employee worked and the square feet of substrate cleaned of graffiti or painted over. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** Consultant shall submit invoices by the tenth day of each month. Original invoice copies shall be submitted to the address provided in Section 4 of this Exhibit "C-1". Consultant shall be compensated monthly in arrears within thirty (30) days of submission of City approved invoices.
4. **NOTICE.** Written notices to the City and Consultant shall be given by registered or certified mail, or personal delivery, addressed as follows:

Consultant: Urban Graffiti Enterprises, Inc.
P.O. Box 2383
Covina, CA 91722
Attention: Siannah Sandoval

City: City of Redondo Beach
City Police Department
401 Diamond Street
Redondo Beach, CA 90277
Attention: Lina Carrillo

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2025

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
INSURED URBAN GRAFFITI ENTERPRISES, INC. 1280 MOUNTAIN VIEW CIR AZUSA, CA 91702-1600	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 10

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	1849408	01/10/2025	01/10/2026	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EXCLUDED
	OTHER:						PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$2,000,000
							PRODUCTS & COMP/OP ACC
							\$2,000,000
A	AUTOMOBILE LIABILITY	N	N	1849408	01/10/2025	01/10/2026	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						
	<input type="checkbox"/> HIRED AUTOS ONLY						
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per Person)
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per Accident)
							PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	N	N	1849409	01/10/2025	01/10/2026	EACH OCCURRENCE
	<input checked="" type="checkbox"/> EXCESS LIAB						\$4,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED RETENTION						\$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L EACH ACCIDENT
							E.L DISEASE EA EMPLOYEE
						E.L DISEASE - POLICY LIMIT	

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

ADDITIONAL INSURED INCLUDES CITY OF REDONDO BEACH, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

CITY OF REDONDO BEACH
SPECIAL OPERATION BUREAU
415 DIAMOND ST
REDONDO BEACH, CA 90277-2836

10 3

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

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 any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Jim Light
Mayor

415 Diamond Street, P.O. BOX 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 697-3653

June 11, 2024


Urban Graffiti Enterprises Inc.
PO Box 2383
Covina, CA 91722

Subject: Graffiti Removal Services Agreement Extension

Pursuant to the agreement executed on July 21, 2020 and terminating July 20, 2024, between the City of Redondo Beach and Urban Graffiti Enterprises Inc., the City is requesting the second of two extensions of the agreement for graffiti removal services from July 21, 2024 through July 20, 2025.

The existing agreement allows the Redondo Beach Mayor to provide a written letter authorizing the second one-year extension, subject to the same terms and conditions, and within fifteen (15) days prior to the expiration of the current term.

Thank you,

DocuSigned by:


6BC0853B8F644F1...
James A. Light

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND URBAN GRAFFITI ENTERPRISES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Urban Graffiti Enterprises, Inc., a California Corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

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

* * * * *

GENERAL PROVISIONS

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

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

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

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

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

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

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City

shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE


IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of July, 2020.

CITY OF REDONDO BEACH

URBAN GRAFFITI ENTERPRISES, INC.

DocuSigned by:

F6413C7231DF4E1...
William C. Brand, Mayor

DocuSigned by:

D8918EB93210438...
By: Juan Reinoso
Name: Juan Reinoso
Title: President

ATTEST:

DocuSigned by:

72F2AC716C214CF...
Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

A8ED8CE35EEF48C...
Diane Strickfaden
Risk Manager
Risk Manager

APPROVED AS TO FORM:


DocuSigned by:

660040E0E03D402...
Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Urban Graffiti Enterprises, Inc. shall provide graffiti removal services three (3) days per week, for eight (8) hours per day with the following conditions.

I. GENERAL SPECIFICATIONS

- A. "Project Area" shall refer to Redondo Beach city limits of or as designated by the graffiti program community based officer of the Police Department or other designated City representative managing the contract.
- B. All work shall be performed during daylight hours, unless otherwise authorized by City's representative.
- C. The Contractor must be licensed by the State of California (C-33). Contractor shall have all other licenses required to perform this contract, whether solely or through his/her employees.
- D. Contractor shall remove designated graffiti within twenty-four (24) hours of notification on weekdays for general graffiti, and within four (4) hours or less of notification for inflammatory language or symbols as determined by City. Contractor shall notify the City's representative via email if the removal of general graffiti will take longer than 24 hours.
- E. Contractor shall maintain at least one (1) local telephone number where he can be reached between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. This telephone number shall be made available to all persons designated by the City. Contractor shall notify City within 24 hours if this phone number changes. Contractor or his representative must be available to respond to emergency calls between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday.
- F. Contractor shall contact the City's designated representative(s) when graffiti removal issues arise. Contact between the Contractor and the City's representative(s) shall occur via phone or email. Regular communication should ensure that each party is informed regarding pending work orders and other graffiti removal matters. Failure to maintain regular communication with the City's representative and respond in a timely matter regarding graffiti removal matters shall be deemed a material breach of the terms of this Agreement and may result in the termination pursuant to section 12 of this Agreement. Contractor will obtain work orders from the City's representative by e-mail, fax or other electronic means in addition to telephone referral.

- G. If Contractor arrives on site with an issued work order and finds the site has been abated, Contractor shall notify the City's representative(s) as soon as practical informing City of such abatement. If abatement does not match the original surface, Contractor shall notify the City's representative to determine if further work should be done; and if no additional work need be done, prior successful abatement shall be noted in Contractor's invoice log.
- H. No work shall be performed without notification and approval from the City's representative assigned to administer, oversee, and inspection pursuant to this Agreement. Acceptance of work from a person or persons other than those specified as the City's representative to this Agreement may result in non-payment for services rendered. Graffiti found during the normal assigned work by Contractor shall be reported to the Police Department to be documented by a police report or otherwise documented before removal.
- I. No graffiti removal work shall be performed on private property without the prior approval by signed waiver of owner, unless explicitly authorized by the City's representative. Contractor shall provide the property owner with a waiver and ensure that it is completed prior to performing any work on the property. The original signed waiver forms by private parties are the property of the City and shall be returned to the City's representative on a monthly basis. Contractor shall retain a copy of the waiver for their records.
- J. Work shall consist of specified graffiti removal services upon city owned, non-city owned governmental and private properties within the City of Redondo Beach. Contractor shall be responsible for providing services, which shall include all materials, labor, and equipment to remove graffiti on all surfaces by painting, sandblasting, water-blasting, and chemical removal techniques as specified herein.
- K. All work performed and any and all equipment or materials supplied by Contractor to be used to perform such work shall be subject to the inspection and approval of the City's representative. Work or materials that City's representative does not find acceptable shall be corrected or replaced at Contractor's expense.
- L. Contractor shall handle, store, and dispose of hazardous materials and hazardous waste in accordance with all Federal, State, and local regulations. Contractor shall prevent the discharge of hazardous materials or hazardous waste into the environment in concentrations that violate any Federal, State, or local regulation. Where high-pressure removal is utilized, Contractor shall ensure that rinsate (liquid waste) and solid wastes from graffiti removal are not discharged to the City's storm sewer system except for de minimis quantities of wastewater. Contractor shall utilize booms and temporary berms to collect large quantities of rinsate, vacuum rinsate to a portable tank, and discharge rinsate to a sanitary sewer.

- M. Once graffiti is identified, located, and Contractor is notified of its existence, Contractor shall inspect and determine which method of removal is best suited for the location which, to the greatest extent possible, maintains the integrity of the surface. The removal shall not leave shadows or ghosts, and shall not follow the pattern of the graffiti such that letters or similar shapes remain apparent on the surface after the paint, marker, scratches, or similar graffiti markings have been removed and Contractor's removal work is completed. Unless otherwise approved by the City, the removal method shall be such that the graffiti is removed in an area so as to constitute a box, circle, or other approved geometrical shape, to reduce the potential for ghosts or shadows. If the area is heavily tagged, the entire surface shall be abated.
- N. The removal method shall not harm, deface, or mark the surface. Removal methods shall include abrasive removal techniques, painting, or other removal methods approved by the City.
1. No existing slump stone, split-face masonry, stone or decorative concrete block surface shall be painted by Contractor unless approved by the City's representative.
 2. The property owner of any unpainted, non-decorative concrete masonry wall may have graffiti removed by the method of their choosing, at their expense. If they elect to have the City remove the graffiti, the City shall decide the removal method.
 3. Abrasive removal techniques means propelled sand or soda, high-pressure water or steam/hot water to remove graffiti from virgin masonry or virgin wood surfaces. Virgin masonry or virgin wood surfaces means masonry or wood surfaces that have never been painted or stained. Contractor shall perform all abrasive removal techniques in such a fashion that the area of graffiti removal is feathered or otherwise blended into the adjacent surface. Contractor shall not use abrasive removal techniques of only the pattern or outline of graffiti such that the graffiti is still discernible.
- O. Contractor shall be familiar with and have access to a paint color-matching system, and shall apply paint which reasonably matches the base surface and provides a complete covering of the graffiti markings made by spray paints, marking pens, crayons, or other common defacing materials. In the event that City's representative desires an exact color match, Contractor shall furnish the paint, and use such paint to remove the graffiti. If private property owners have color match paint, Contractor shall use this paint to abate the site on request.
- P. Paint shall not be used on sidewalks, curbs or curb faces, or any other walking surface with high traffic rates likely to wear. Abrasive or pressure methods of

removal are preferred for sidewalk graffiti removal and shall be used if practicable.

- Q. Contractor must properly prepare all exterior surfaces in a manner that will result in proper bonding of the paint.
- R. Contractor shall take precautions to protect surfaces adjacent to the location where graffiti is to be removed. The use of covers, shall be provided by the Contractor to protect adjacent surfaces, equipment, and vehicles from over-spray from painting or abrasive removal operations.
- S. Contractor shall leave graffiti removal areas with a finished appearance, and with sidewalks and curbs left with the debris produced by the graffiti removal cleaned up and transported away for proper disposal.
- T. Contractor shall promptly remove all equipment, machinery, materials, and supplies on a daily basis from the premises of each job, unless Contractor has received prior approval by the City's representative to leave such materials. City is not responsible for storing Contractor's equipment, machinery and supplies.
- U. All used and empty material containers, and excess materials used in the course of the abatement of graffiti shall be disposed in accordance with all federal, state, and local ordinances and statutes and at the expense of the Contractor. Rinse residue, which results from the cleaning/washing down of buckets, paintbrushes, rollers, vehicles and similar equipment shall be collected and disposed of appropriately. Improper disposal is prohibited and shall be deemed a material breach of this Agreement and may result in termination pursuant to section 12.
- V. Contractor shall provide the City's representative with ninety (90) days written notice prior to termination of the Agreement.

II. PROTECTION OF PERSONS AND PROPERTY

- A. Contractor shall provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while persons or property are approaching, leaving or within the work site or any area adjacent to the worksite. The installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property does not entitle Contractor to receive additional compensation outside of that described in Exhibit "C" of this Agreement.
- B. Contractor shall assume all duties owed by the City to the general public in connection with the general public's immediate approach to and travel through

the work site and the area adjacent to the work site. The Contractor shall provide "WET PAINT" signs as required to protect the finishes and the public.

- C. Where the work is carried on, in or adjacent to any street, alley, sidewalk, public right-of-way or public place, Contractor shall, at his own cost and expense, provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, signs, lights, and other precautionary measures for the protection of persons or property as may be prudent or necessary or as are required by law. Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the work has been completed.
- D. If City discovers that Contractor has failed to comply with applicable federal and state laws and local ordinances (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs, or other precautionary measures for the protection of persons or property), City may order Contractor to take such additional precautionary measures as required by law to be taken to protect persons and property.
- E. Contractor shall be solely responsible for any and all damages to public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting the property; and whatever portion of the work is damaged shall be immediately removed and replaced by and at the cost and expense of the Contractor.
- F. Contractor shall take all necessary precautions to ensure the safety of all persons during the performance of the work, including the adherence to all applicable public health orders and the use of any personal protective equipment for the protection of workers and others.
- G. Contractor shall take all necessary precautions to ensure that Contractor's employees shall comply with all safety regulations and shall observe relevant safety practices at all times while performing the work.
- H. An identification card meeting the specifications of the City's representative shall be worn and visible by all of Contractor's employees, contractors or sub-contractors while performing services for the City.
- I. Contractor shall ensure that his/her employees work in a safe manner and will be responsible for providing training and equipment necessary to guard against injury while on City or private property. Contractor shall be responsible for traffic control (if necessary) while removing graffiti next to public streets.
- J. Contractor shall be responsible for any damages incurred as a result of negligence. City may order damaged property to be repaired or replaced at

Contractor's expense or may deduct the cost of repairs or replacement from payments.

- K. Hazardous conditions and items requiring maintenance attention shall be reported immediately to the City's representative as soon as possible.
- L. Contractor shall instruct his/her staff to report any and all suspicious activity witnessed by Contractor to the police around City property or private property.

III. QUALITY ASSURANCE

- A. Contractor shall be responsible for the acts and omissions of his/her employees and sub-contractors performing any of the work under this contract. Any sub-contractors contracted to perform services for the City shall be pre-approved by the City's representative.
- B. Contractor's representatives and work force shall be experienced in graffiti removal, and shall have received training in graffiti removal techniques. The Contractor shall furnish sufficient workers and adequate equipment to perform the work in accordance with Section I of this Exhibit.
- C. Contractor shall employ only competent, efficient workers and shall not use on the work any unfit person or one not skilled in the work assigned to him/her and shall at all times maintain good order among Contractor's employees, and at least one person on the work site shall speak and understand English.
- D. Contractor shall maintain a roster of employees, their work assignment, home address and phone numbers and shall furnish such roster to City as necessary to comply with the requirements for court appearance. Contractor shall update the employee roster.
- E. Contractor shall ensure that all of Contractor's employees observe and obey all State codes, laws and ordinances while conducting business on City premises, government property or private property.
- F. City's Police Department currently attempts to photograph and document graffiti before its removal. Contractor shall also take digital photographs of the graffiti in JPEG format prior to taking any removal measures. The photographs shall include at least one overall photograph to show location and orientation, one photograph of the specific graffiti to show details, and one photograph of the specific location of the graffiti after it is removed. Photographs of each site shall be identified with a work order number, police report number, and a site address or identifiable location. Additionally, Contractor shall document basic information about the graffiti.

Contractor should be able to analyze and interpret graffiti and shall upload that information and the related photographs and basic information about all graffiti removed in the City to a Los Angeles County database designated by the City's Police Department.

In each graffiti incident, Contractor shall provide upon request of City the cost of labor, material and damage size regarding a particular removal undertaken pursuant to this Agreement. This information will assist the City in obtaining restitution.

- G. Any Contractor or employee performing services in the City shall have in their possession updated legible packets including: A copy of the specifications and a Chemical list with Material Safety Data Sheets (MSDS) covering all chemicals on the job.
- H. All written materials, including, but not limited to, consent forms, survey forms, and media releases, utilized for the services undertaken pursuant to this Agreement are subject to the prior approval of the City's representative.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. This Agreement shall commence on **July 21, 2020** and expire on **July 20, 2023** unless otherwise terminated as provided herein.

Upon City Manager's recommendation to the Mayor, this Agreement shall be extended for two subsequent one-year terms subject to the same terms and conditions contained herein. However, no extension shall be effective unless the Mayor provides a written letter authorizing the extension at least fifteen (15) days prior to the expiration of the current term.

EXHIBIT "C"

COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid total compensation annually in the amount of \$48,600 for services described in Exhibit "A". Contractor's compensation is a fixed fee and includes all services described in Exhibit "A". In no event shall Contractor's total compensation exceed \$145,800 during the initial three (3) year term of this Agreement and \$243,000 if both subsequent extensions are exercised by the City.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** Contractor shall submit invoices by the tenth (10th) day of each month. Original invoice copies shall be submitted to the Redondo Beach Police Department 401 Diamond Street, Redondo Beach, CA 90277. The invoice submitted shall include a schedule of the work performed for the previous month, the work performed for each work order, the police report number associated with each work order, a description of the work performed, the date the work was performed, and a list of the employees performing the work, the number of hours each employee worked and the square feet of substrate cleaned of graffiti or painted over.

Consultant shall be compensated monthly in arrears within thirty (30) days of submission of City approved invoices.

4. **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.

City
City of Redondo Beach
Police Department
401 Diamond Street
Redondo Beach, CA 90277
Attention: Denise Hatten

Contractor
Urban Graffiti Enterprises, Inc.
P.O. Box 2383
Covina, CA 91722
Attention: Siannah Sandoval
UGE Company Phone Number: 626-815-4900

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

ARTIST LICENSING AGREEMENT

THIS ARTIST LICENSING AGREEMENT (this "Agreement") is made and entered into this 17th day of June, 2025, by and between the City of Redondo Beach, California, a Chartered Municipal Corporation (the "City"), and Christine Williams, an Individual (the "Artist").

WHEREAS, the City Council of the City of Redondo Beach ("City Council") has determined that the placement of artwork in City-owned parks, facilities and other public places enhances the aesthetic environment and contributes to the beneficial enjoyment of the community; and

WHEREAS, on January 22, 2025, the City Cultural Arts Commission recommended that the conceptual artwork "Whimsical Wheels" by Artist be brought for approval to City Council; and

WHEREAS, on June 17, 2025, the City Council approved the conceptual plans for "Whimsical Wheels"; and

WHEREAS, the City desires to license the digital file, image and reproduction of "Whimsical Wheels" (collectively the "Artwork") by the Artist and the Artist desires to license the Artwork to the City under the terms set forth herein.

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 terms and conditions:

ARTICLE 1

SCOPE OF SERVICES

1.1 Artist. Artist shall perform the following duties.

- (a) Artist shall complete the Artwork in substantially the same form as presented to and approved by the City Council, more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.
- (b) Artist shall deliver the completed Artwork in accordance with the schedule in Exhibit "B."
- (c) Artist shall not make substantive changes in design or materials to the Artwork without prior written approval by the City. For purposes of this Agreement, "substantive changes" shall mean any modifications the City, in its sole discretion, deems significant, including but not limited to alterations in color, composition, or materials.

1.2 City. City will perform the following duties.

- (a) While the Artwork installation on utility boxes is designed to be relatively maintenance-free, the City will perform minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt and grime to ensure

that the Artwork does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

- (b) City reserves the right to relocate the Artwork to another location, in its sole discretion.
- 1.3 Risk of Loss. Artist shall not be responsible or held liable for any damage to the Artwork, its surfaces or environment caused by the City's personnel, its employees, visitors or others that are beyond the control of the Artist.
- 1.4 License. Artist hereby grants to the City and grants an irrevocable license to:
 - (a) Place the Artwork on any utility box located in the City; and
 - (b) Make two-dimensional reproductions of the Artwork for non-commercial purposes, including but not limited to, reproductions used in advertising, brochures, electronic media, publicity and catalogues or other similar publications, provided that these licensing rights are exercised in a tasteful and professional manner and not to market goods or services. In the event the City uses the Artwork graphically or by any other means, the Artist and depictions of the Artwork will be credited as "Whimsical Wheels" by Christine Williams and will depict a copyright notice.
 - (c) Notwithstanding the foregoing, Artist shall execute and notarize a Visual Artist's Rights Act Waiver in substantially the same form attached hereto as Exhibit "C."
- 1.5 Indemnification. Artist shall, 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 Artist's performance or work hereunder (including any of Artist's officers, agents, employees, or subcontractors) or Artist's 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. This indemnification obligation shall survive this Agreement.

ARTICLE 2

TIME OF PERFORMANCE

- 2.1 Term. This Agreement shall commence on June 17, 2025 and expire on December 16, 2025. Artist shall complete all services described in this Agreement in accordance with Exhibit "B," which may be modified in the City's sole discretion. This Agreement may be extended by a subsequent written amendment executed by both parties.

- 2.2 Termination. Should the Artist fail to perform pursuant to the terms of this Agreement, the City, in its sole discretion, shall have the right to terminate this Agreement by giving written notice of termination.
- 2.3 Notice of Termination. Upon receipt of notice of termination under this Article, the Artist shall, as directed by the City within the notice:
- (a) Reimburse the City for all monies paid for work not accepted or not completed by the Artist, within thirty (30) days of the notice, provided that any deliverables accepted by the City shall remain the City's property without reimbursement.
 - (b) Immediately transfer and deliver all Work in Progress so the City can complete the Work, or cause the Work to be completed by another person or entity.
- 2.4 Set-Off. If any monies were due to the Artist at the time of termination of this Agreement, the City may use those monies to set off any expenses it may incur in completing or removing the Work.
- 2.5 Other Remedies. Notwithstanding the foregoing sections, the Artist will not be relieved of liability to the City for the Artist's breach of this Agreement, and those sections do not preclude the City from seeking damages or any other remedies available to the City.

ARTICLE 3

COMPENSATION

- 3.1 Compensation. Artist shall be paid a total sum of five hundred dollars (\$500.00) by the City within thirty (30) business days of City's receipt of Artist's Artwork as detailed under Exhibit "A," provided that City has accepted the Artwork.

The payment of five hundred dollars (\$500.00) provided herein shall be full compensation for all work performed to complete the Artwork, including but not limited to, all expenses for labor, supplies, materials, communications, equipment or use thereof, and for all incidentals pertaining to the Artwork as described in Exhibit "A". In no event shall the payments to Artist exceed five hundred dollars (\$500.00).

ARTICLE 4

COPYRIGHT

- 4.1 Copyright. City shall not be responsible for any third-party infringement of Artist's copyright or for protecting the intellectual property rights of Artist.
- (a) Artist warrants and represents that the Artwork does not infringe any third-party intellectual property rights and shall indemnify the City against any claims, damages, or costs arising from such infringement, pursuant to Article 1.5. If the Artwork is found to infringe third-party rights, the City may terminate this Agreement and demand full reimbursement of all payments made.

- (b) Artist shall not reproduce or install the same Artwork or a substantially similar version at another location without the City's prior written consent.
- (c) Artist shall use their best efforts to give a credit reading substantially as "Whimsical Wheels", an original artwork licensed by the City of Redondo Beach, California," in any public showing under Artist's control of reproductions of the Artwork authorized pursuant to subsection (b).

ARTICLE 5

WARRANTIES

- 5.1 Identification Warranties. Artist represents and warrants that:
- (a) The Artwork is solely the result of Artist's creative efforts;
 - (b) The Artwork, as accepted by the City, has not been transferred or used elsewhere for commercial purposes.
 - (c) The Artwork is free and clear of any liens from any source.

ARTICLE 6

GENERAL

- 6.1 Independent Contractor. Artist is not a partner, joint venture, or employee of the City and the only relationship between the Artist and the City, is that of an independent Artist. The Artist is not entitled to workers compensation benefits under the City's workers compensation. Artist is obligated to pay federal and state income tax on any and all monies earned under this Agreement.
- 6.2 Modification. This Agreement may be amended or modified only by a subsequent written instrument executed by all parties.
- 6.3 Third Party. Nothing herein shall be interpreted as creating any rights or benefits in any additional parties.
- 6.4 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 Artist, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 6.5 The Exhibits are as follows.
- (a) Exhibit "A": Description of Artwork
 - (b) Exhibit "B": Schedule for Completion

(c) Exhibit "C": Visual Artist Rights Act Waiver

- 6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any previous oral or written agreement.
- 6.7 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.
- 6.8 Compliance with Laws. Artist 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.
- 6.9 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.
- 6.10 Waiver. No waiver of performance by any party hereto shall be construed as to operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement.
- 6.11 Assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and Artist, and their respective assigns.
- 6.12 Interpretation. Artist 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.
- 6.13 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 Artist warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Artist, 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 Artist.
- 6.14 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.
- 6.15 Notice. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, returned receipt requested, postage prepaid, as follows.

City: City of Redondo Beach
Community Services Department
1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Community Services Director

Artist: Christine Williams
640 Mount Lubentia Court East
Upper Marlboro, MD 20774

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th of June, 2025

CITY OF REDONDO BEACH

ARTIST

James A. Light, Mayor

DocuSigned by:
Christine Williams
13ED4514EDE1474

Christine Williams, Artist

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

ARTWORK

Artwork. The Artwork "Whimsical Wheels" is a digital file and shall be created in either RGB or CMYK format. Color files shall be embedded within the file. Files shall be submitted in Adobe Photoshop, Adobe PDF or Adobe Illustrator in hi resolution (.TIFF, .PSD, .PSB, .EPS, .AI, SVG, .PDF). Minimum resolution shall be 100 DPI, 200 DPI, 400 DPI, 1200 DPI or 2000 DPI. The Project shall not restrict any vents or airflow through the utility box. City will make the necessary layout edits to designs to ensure installation to the utility boxes. In the event the utility box is mounted on concrete or any other type of material (collectively "base"), the base shall not be included as part of the Project and Artist shall have no right to that base. Any modifications to the scope of work detailed in this Exhibit "A" shall be subject to the approval of both parties in writing.

Design Submission. Upon the execution of this Agreement, the Artist shall submit the Artwork within fourteen (14) days. A representation of the Artwork is attached to this Exhibit "A" and is incorporated herein. The Artist shall complete the Project in substantial conformity with the design approved by City Council. If the Artist believes that changes are required, the Artist shall present to the City in writing for further review and approval any significant changes in the design and color, Artwork not permitted by the City or not in substantial conformity with the approved design.

The City will notify the Artist of its final acceptance of the Artwork.

“Whimsical Wheels” by Christine Williams:



EXHIBIT “B”

SCHEDULE FOR COMPLETION

Project Phase	Scheduled Timing
Design Submission	Within two weeks of Artist’s receipt of executed Agreement
Installation	At the City’s sole discretion

The Artist shall inform the City in writing of any delays to the Artwork. Any changes to the schedule above shall be agreed upon by both parties in writing. The completion date set forth may be extended in the event of delays caused by events beyond the control of the Artist, including theft by a third party, strikes, and Acts of God preventing progress of this Project. Failure to fulfill contractual obligations due to conditions beyond either party’s reasonable control will not be considered a breach of contract, provided, that such obligations shall be suspended only for the duration of such conditions.

EXHIBIT "C"

VISUAL ARTIST RIGHTS ACT WAIVER

To the fullest extent permitted under law, including but not limited to the Visual Artists Rights Act of 1990 (17 U.S.C. §106A) and the California Art Preservation Act (Cal. Civ. Code §§ 987- 989), the Artist knowingly and voluntarily waives any and all rights of attribution and integrity with respect to the Artwork, including but not limited to:

- Any right to prevent any modification, distortion, mutilation, or destruction of the Artwork;
- Any right requiring the preservation, maintenance, conservation, or restoration of the Artwork;
- Any right to prevent the removal, relocation, or disposition of the Artwork by the City or its agents;
- Any right to receive notice prior to removal or destruction of the Artwork; and
- The right to claim or disclaim authorship of the Artwork.

The Artist acknowledges and agrees that the City shall have the sole and absolute discretion to reproduce, relocate, modify, remove, or dispose of the Artwork for any reason, and that such actions shall not be deemed a violation of any rights under federal, state, or common law.

This waiver is made expressly in writing, knowingly and voluntarily signed by the Artist, and shall be binding on the Artist and enforceable by the City.

Date

Christine Williams, Artist

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARTIST LICENSING AGREEMENT

THIS ARTIST LICENSING AGREEMENT (this “Agreement”) is made and entered into this 17th day of June, 2025, by and between the City of Redondo Beach, California, a Chartered Municipal Corporation (the “City”), and Armelle Vervialle Ngo, an Individual (the “Artist”).

WHEREAS, the City Council of the City of Redondo Beach (“City Council”) has determined that the placement of artwork in City-owned parks, facilities and other public places enhances the aesthetic environment and contributes to the beneficial enjoyment of the community; and

WHEREAS, on January 22, 2025, the City Cultural Arts Commission recommended that the conceptual artwork "The whimsical wave" by Artist be brought for approval to City Council; and

WHEREAS, on June 17, 2025, the City Council approved the conceptual plans for “The whimsical wave”; and

WHEREAS, the City desires to license the digital file, image, and reproduction of “The whimsical wave” (collectively the “Artwork”) by the Artist, and the Artist desires to license the Artwork to the City under the terms set forth herein.

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 terms and conditions:

ARTICLE 1

SCOPE OF SERVICES

1.1 Artist. Artist shall perform the following duties.

- (a) Artist shall complete the Artwork in substantially the same form as presented to and approved by the City Council, more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference.
- (b) Artist shall deliver the completed Artwork in accordance with the schedule in Exhibit “B.”
- (c) Artist shall not make substantive changes in design or materials to the Artwork without prior written approval by the City. For purposes of this Agreement, “substantive changes” shall mean any modifications the City, in its sole discretion, deems significant, including but not limited to alterations in color, composition, or materials.

1.2 City. City will perform the following duties.

- (a) While the Artwork installation on utility boxes is designed to be relatively maintenance-free, the City will perform minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt and grime to ensure

that the Artwork does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

- (b) City reserves the right to relocate the Artwork to another location, in its sole discretion.
- 1.3 Risk of Loss. Artist shall not be responsible or held liable for any damage to the Artwork, its surfaces or environment caused by the City's personnel, its employees, visitors or others that are beyond the control of the Artist.
- 1.4 License. Artist hereby grants to the City and grants an irrevocable license to:
 - (a) Place the Artwork on any utility box located in the City; and
 - (b) Make two-dimensional reproductions of the Artwork for non-commercial purposes, including but not limited to, reproductions used in advertising, brochures, electronic media, publicity and catalogues or other similar publications, provided that these licensing rights are exercised in a tasteful and professional manner and not to market goods or services. In the event the City uses the Artwork graphically or by any other means, the Artist and depictions of the Artwork will be credited as "The whimsical wave" by Armelle Vervialle Ngo and will depict a copyright notice.
 - (c) Notwithstanding the foregoing, Artist shall execute and notarize a Visual Artist's Rights Act Waiver in substantially the same form attached hereto as Exhibit "C."
- 1.5 Indemnification. Artist shall, 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 Artist's performance or work hereunder (including any of Artist's officers, agents, employees, or subcontractors) or Artist's 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. This indemnification obligation shall survive this Agreement.

ARTICLE 2

TIME OF PERFORMANCE

- 2.1 Term. This Agreement shall commence on June 17, 2025 and expire on December 16, 2025. Artist shall complete all services described in this Agreement in accordance with Exhibit "B," which may be modified in the City's sole discretion. This Agreement may be extended by a subsequent written amendment executed by both parties.

- 2.2 Termination. Should the Artist fail to perform pursuant to the terms of this Agreement, the City, in its sole discretion, shall have the right to terminate this Agreement by giving written notice of termination.
- 2.3 Notice of Termination. Upon receipt of notice of termination under this Article, the Artist shall, as directed by the City within the notice:
- (a) Reimburse the City for all monies paid for work not accepted or not completed by the Artist, within thirty (30) days of the notice, provided that any deliverables accepted by the City shall remain the City's property without reimbursement.
 - (b) Immediately transfer and deliver all Work in Progress so the City can complete the Work, or cause the Work to be completed by another person or entity.
- 2.4 Set-Off. If any monies were due to the Artist at the time of termination of this Agreement, the City may use those monies to set off any expenses it may incur in completing or removing the Work.
- 2.5 Other Remedies. Notwithstanding the foregoing sections, the Artist will not be relieved of liability to the City for the Artist's breach of this Agreement, and those sections do not preclude the City from seeking damages or any other remedies available to the City.

ARTICLE 3

COMPENSATION

- 3.1 Compensation. Artist shall be paid a total sum of five hundred dollars (\$500.00) by the City within thirty (30) business days of City's receipt of Artist's Artwork as detailed under Exhibit "A," provided that City has accepted the Artwork.

The payment of five hundred dollars (\$500.00) provided herein shall be full compensation for all work performed to complete the Artwork, including but not limited to, all expenses for labor, supplies, materials, communications, equipment or use thereof, and for all incidentals pertaining to the Artwork as described in Exhibit "A". In no event shall the payments to Artist exceed five hundred dollars (\$500.00).

ARTICLE 4

COPYRIGHT

- 4.1 Copyright. City shall not be responsible for any third-party infringement of Artist's copyright or for protecting the intellectual property rights of Artist.
- (a) Artist warrants and represents that the Artwork does not infringe any third-party intellectual property rights and shall indemnify the City against any claims, damages, or costs arising from such infringement, pursuant to Article 1.5. If the Artwork is found to infringe third-party rights, the City may terminate this Agreement and demand full reimbursement of all payments made.

- (b) Artist shall not reproduce or install the same Artwork or a substantially similar version at another location without the City's prior written consent.
- (c) Artist shall use their best efforts to give a credit reading substantially as "The whimsical wave" an original artwork licensed by the City of Redondo Beach, California," in any public showing under Artist's control of reproductions of the Artwork authorized pursuant to subsection (b).

ARTICLE 5

WARRANTIES

- 5.1 Identification Warranties. Artist represents and warrants that:
- (a) The Artwork is solely the result of Artist's creative efforts;
 - (b) The Artwork, as accepted by the City, has not been transferred or used elsewhere for commercial purposes.
 - (c) The Artwork is free and clear of any liens from any source.

ARTICLE 6

GENERAL

- 6.1 Independent Contractor. Artist is not a partner, joint venture, or employee of the City and the only relationship between the Artist and the City, is that of an independent Artist. The Artist is not entitled to workers compensation benefits under the City's workers compensation. Artist is obligated to pay federal and state income tax on any and all monies earned under this Agreement.
- 6.2 Modification. This Agreement may be amended or modified only by a subsequent written instrument executed by all parties.
- 6.3 Third Party. Nothing herein shall be interpreted as creating any rights or benefits in any additional parties.
- 6.4 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 Artist, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 6.5 The Exhibits are as follows.
- (a) Exhibit "A": Description of Artwork
 - (b) Exhibit "B": Schedule for Completion

(c) Exhibit "C": Visual Artist Rights Act Waiver

- 6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and supersedes any previous oral or written agreement.
- 6.7 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.
- 6.8 Compliance with Laws. Artist 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.
- 6.9 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.
- 6.10 Waiver. No waiver of performance by any party hereto shall be construed as to operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement.
- 6.11 Assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and Artist, and their respective assigns.
- 6.12 Interpretation. Artist 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.
- 6.13 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 Artist warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Artist, 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 Artist.
- 6.14 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.
- 6.15 Notice. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, returned receipt requested, postage prepaid, as follows.

City: City of Redondo Beach Community Services Department
1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Community Services Director

Artist: Armelle Vervialle Ngo
1104 1st St
Hermosa Beach, CA 90254

[SIGNATURES FOLLOW ON NEXT PAGE]

ARTIST LICENSING AGREEMENT

THIS ARTIST LICENSING AGREEMENT (this "Agreement") is made and entered into this 17th day of June, 2025, by and between the City of Redondo Beach, California, a Chartered Municipal Corporation (the "City"), and Genevieve Esson, an Individual (the "Artist").

WHEREAS, the City Council of the City of Redondo Beach ("City Council") has determined that the placement of artwork in City-owned parks, facilities and other public places enhances the aesthetic environment and contributes to the beneficial enjoyment of the community; and

WHEREAS, on January 22, 2025, the City Cultural Arts Commission recommended that the conceptual artwork "People on the Beach with Seagulls" by Artist be brought for approval to City Council; and

WHEREAS, on June 17, 2025, the City Council approved the conceptual plans for "People on the Beach with Seagulls"; and

WHEREAS, the City desires to license the digital file, image and reproduction of "People on the Beach with Seagulls" (collectively the "Artwork") by the Artist and the Artist desires to license the Artwork to the City under the terms set forth herein.

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 terms and conditions:

ARTICLE 1

SCOPE OF SERVICES

1.1 Artist. Artist shall perform the following duties.

- (a) Artist shall complete the Artwork in substantially the same form as presented to and approved by the City Council, more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.
- (b) Artist shall deliver the completed Artwork in accordance with the schedule in Exhibit "B."
- (c) Artist shall not make substantive changes in design or materials to the Artwork without prior written approval by the City. For purposes of this Agreement, "substantive changes" shall mean any modifications the City, in its sole discretion, deems significant, including but not limited to alterations in color, composition, or materials.

1.2 City. City will perform the following duties.

- (a) While the Artwork installation on utility boxes is designed to be relatively maintenance-free, the City will perform minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt and grime to ensure

that the Artwork does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

- (b) City reserves the right to relocate the Artwork to another location, in its sole discretion.
- 1.3 Risk of Loss. Artist shall not be responsible or held liable for any damage to the Artwork, its surfaces or environment caused by the City's personnel, its employees, visitors or others that are beyond the control of the Artist.
- 1.4 License. Artist hereby grants to the City and grants an irrevocable license to:
 - (a) Place the Artwork on any utility box located in the City; and
 - (b) Make two-dimensional reproductions of the Artwork for non-commercial purposes, including but not limited to, reproductions used in advertising, brochures, electronic media, publicity and catalogues or other similar publications, provided that these licensing rights are exercised in a tasteful and professional manner and not to market goods or services. In the event the City uses the Artwork graphically or by any other means, the Artist and depictions of the Artwork will be credited as "People on the Beach with Seagulls" by Genevieve Esson and will depict a copyright notice.
 - (c) Notwithstanding the foregoing, Artist shall execute and notarize a Visual Artist's Rights Act Waiver in substantially the same form attached hereto as Exhibit "C."
- 1.5 Indemnification. Artist shall, 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 Artist's performance or work hereunder (including any of Artist's officers, agents, employees, or subcontractors) or Artist's 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. This indemnification obligation shall survive this Agreement.

ARTICLE 2

TIME OF PERFORMANCE

- 2.1 Term. This Agreement shall commence on June 17, 2025 and expire on December 16, 2025. Artist shall complete all services described in this Agreement in accordance with Exhibit "B," which may be modified in the City's sole discretion. This Agreement may be extended by a subsequent written amendment executed by both parties.

- 2.2 Termination. Should the Artist fail to perform pursuant to the terms of this Agreement, the City, in its sole discretion, shall have the right to terminate this Agreement by giving written notice of termination.
- 2.3 Notice of Termination. Upon receipt of notice of termination under this Article, the Artist shall, as directed by the City within the notice:
- (a) Reimburse the City for all monies paid for work not accepted or not completed by the Artist, within thirty (30) days of the notice, provided that any deliverables accepted by the City shall remain the City's property without reimbursement.
 - (b) Immediately transfer and deliver all Work in Progress so the City can complete the Work, or cause the Work to be completed by another person or entity.
- 2.4 Set-Off. If any monies were due to the Artist at the time of termination of this Agreement, the City may use those monies to set off any expenses it may incur in completing or removing the Work.
- 2.5 Other Remedies. Notwithstanding the foregoing sections, the Artist will not be relieved of liability to the City for the Artist's breach of this Agreement, and those sections do not preclude the City from seeking damages or any other remedies available to the City.

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COMPENSATION

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The payment of five hundred dollars (\$500.00) provided herein shall be full compensation for all work performed to complete the Artwork, including but not limited to, all expenses for labor, supplies, materials, communications, equipment or use thereof, and for all incidentals pertaining to the Artwork as described in Exhibit "A". In no event shall the payments to Artist exceed five hundred dollars (\$500.00).

ARTICLE 4

COPYRIGHT

- 4.1 Copyright. City shall not be responsible for any third-party infringement of Artist's copyright or for protecting the intellectual property rights of Artist.
- (a) Artist warrants and represents that the Artwork does not infringe any third-party intellectual property rights and shall indemnify the City against any claims, damages, or costs arising from such infringement, pursuant to Article 1.5. If the Artwork is found to infringe third-party rights, the City may terminate this Agreement and demand full reimbursement of all payments made.

- (b) Artist shall not reproduce or install the same Artwork or a substantially similar version at another location without the City's prior written consent.
- (c) Artist shall use their best efforts to give a credit reading substantially as "People on the Beach with Seagulls", an original artwork licensed by the City of Redondo Beach, California," in any public showing under Artist's control of reproductions of the Artwork authorized pursuant to subsection (b).

ARTICLE 5

WARRANTIES

- 5.1 Identification Warranties. Artist represents and warrants that:
- (a) The Artwork is solely the result of Artist's creative efforts;
 - (b) The Artwork, as accepted by the City, has not been transferred or used elsewhere for commercial purposes.
 - (c) The Artwork is free and clear of any liens from any source.

ARTICLE 6

GENERAL

- 6.1 Independent Contractor. Artist is not a partner, joint venture, or employee of the City and the only relationship between the Artist and the City is that of an independent Artist. The Artist is not entitled to workers compensation benefits under the City's workers compensation. Artist is obligated to pay federal and state income tax on any and all monies earned under this Agreement.
- 6.2 Modification. This Agreement may be amended or modified only by a subsequent written instrument executed by all parties.
- 6.3 Third Party. Nothing herein shall be interpreted as creating any rights or benefits in any additional parties.
- 6.4 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 Artist, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 6.5 The Exhibits are as follows.
- (a) Exhibit "A": Description of Artwork
 - (b) Exhibit "B": Schedule for Completion

(c) Exhibit "C": Visual Artist Rights Act Waiver

- 6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any previous oral or written agreement.
- 6.7 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.
- 6.8 Compliance with Laws. Artist 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.
- 6.9 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.
- 6.10 Waiver. No waiver of performance by any party hereto shall be construed as to operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement.
- 6.11 Assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and Artist, and their respective assigns.
- 6.12 Interpretation. Artist 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.
- 6.13 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 Artist warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Artist, 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 Artist.
- 6.14 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.
- 6.15 Notice. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, returned receipt requested, postage prepaid, as follows.

City: City of Redondo Beach
Community Services Department
1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Community Services Director

Artist: Genevieve Esson
3238 Walter Ave.
St. Louis, MO 63143

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th of June, 2025

CITY OF REDONDO BEACH

ARTIST

Signed by:

Genevieve Esson

EE1B4824FD1B4FF...

James A. Light, Mayor

Genevieve Esson, Artist

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

ARTWORK

Artwork. The Artwork "People on the Beach with Seagulls" is a digital file and shall be created in either RGB or CMYK format. Color files shall be embedded within the file. Files shall be submitted in Adobe Photoshop, Adobe PDF or Adobe Illustrator in hi resolution (.TIFF, .PSD, .PSB, .EPS, .AI, SVG, .PDF). Minimum resolution shall be 100 DPI, 200 DPI, 400 DPI, 1200 DPI or 2000 DPI. The Project shall not restrict any vents or airflow through the utility box. City will make the necessary layout edits to designs to ensure installation to the utility boxes. In the event the utility box is mounted on concrete or any other type of material (collectively "base"), the base shall not be included as part of the Project and Artist shall have no right to that base. Any modifications to the scope of work detailed in this Exhibit "A" shall be subject to the approval of both parties in writing.

Design Submission. Upon the execution of this Agreement, the Artist shall submit the Artwork within fourteen (14) days. A representation of the Artwork is attached to this Exhibit "A" and is incorporated herein. The Artist shall complete the Project in substantial conformity with the design approved by City Council. If the Artist believes that changes are required, the Artist shall present to the City in writing for further review and approval any significant changes in the design and color, Artwork not permitted by the City or not in substantial conformity with the approved design.

The City will notify the Artist of its final acceptance of the Artwork.

“People on the Beach with Seagulls” by Genevieve Esson:



EXHIBIT “B”

SCHEDULE FOR COMPLETION

Project Phase	Scheduled Timing
Design Submission	Within two weeks of Artist’s receipt of executed Agreement
Installation	At the City’s sole discretion

The Artist shall inform the City in writing of any delays to the Artwork. Any changes to the schedule above shall be agreed upon by both parties in writing. The completion date set forth may be extended in the event of delays caused by events beyond the control of the Artist, including theft by a third party, strikes, and Acts of God preventing progress of this Project. Failure to fulfill contractual obligations due to conditions beyond either party’s reasonable control will not be considered a breach of contract, provided, that such obligations shall be suspended only for the duration of such conditions.

EXHIBIT "C"

VISUAL ARTIST RIGHTS ACT WAIVER

To the fullest extent permitted under law, including but not limited to the Visual Artists Rights Act of 1990 (17 U.S.C. §106A) and the California Art Preservation Act (Cal. Civ. Code §§ 987- 989), the Artist knowingly and voluntarily waives any and all rights of attribution and integrity with respect to the Artwork, including but not limited to:

- Any right to prevent any modification, distortion, mutilation, or destruction of the Artwork;
- Any right requiring the preservation, maintenance, conservation, or restoration of the Artwork;
- Any right to prevent the removal, relocation, or disposition of the Artwork by the City or its agents;
- Any right to receive notice prior to removal or destruction of the Artwork; and
- The right to claim or disclaim authorship of the Artwork.

The Artist acknowledges and agrees that the City shall have the sole and absolute discretion to reproduce, relocate, modify, remove, or dispose of the Artwork for any reason, and that such actions shall not be deemed a violation of any rights under federal, state, or common law.

This waiver is made expressly in writing, knowingly and voluntarily signed by the Artist, and shall be binding on the Artist and enforceable by the City.

Date

Genevieve Esson, Artist

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARTIST LICENSING AGREEMENT

THIS ARTIST LICENSING AGREEMENT (this "Agreement") is made and entered into this 17th day of June, 2025, by and between the City of Redondo Beach, California, a Chartered Municipal Corporation (the "City"), and Richard Rayner, an Individual (the "Artist").

WHEREAS, the City Council of the City of Redondo Beach ("City Council") has determined that the placement of artwork in City-owned parks, facilities and other public places enhances the aesthetic environment and contributes to the beneficial enjoyment of the community; and

WHEREAS, on January 22, 2025, the City Cultural Arts Commission recommended that the conceptual artwork "Entanglement #34" by Artist be brought for approval to City Council; and

WHEREAS, on June 17, 2025, the City Council approved the conceptual plans for "Entanglement #34"; and

WHEREAS, the City desires to license the digital file, image and reproduction of "Entanglement #34" (collectively the "Artwork") by the Artist and the Artist desires to license the Artwork to the City under the terms set forth herein.

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 terms and conditions:

ARTICLE 1

SCOPE OF SERVICES

1.1 Artist. Artist shall perform the following duties.

- (a) Artist shall complete the Artwork in substantially the same form as presented to and approved by the City Council, more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.
- (b) Artist shall deliver the completed Artwork in accordance with the schedule in Exhibit "B."
- (c) Artist shall not make substantive changes in design or materials to the Artwork without prior written approval by the City. For purposes of this Agreement, "substantive changes" shall mean any modifications the City, in its sole discretion, deems significant, including but not limited to alterations in color, composition, or materials.

1.2 City. City will perform the following duties.

- (a) While the Artwork installation on utility boxes is designed to be relatively maintenance-free, the City will perform minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt and grime to ensure

that the Artwork does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

- (b) City reserves the right to relocate the Artwork to another location, in its sole discretion.
- 1.3 Risk of Loss. Artist shall not be responsible or held liable for any damage to the Artwork, its surfaces or environment caused by the City's personnel, its employees, visitors or others that are beyond the control of the Artist.
- 1.4 License. Artist hereby grants to the City and grants an irrevocable license to:
 - (a) Place the Artwork on any utility box located in the City; and
 - (b) Make two-dimensional reproductions of the Artwork for non-commercial purposes, including but not limited to, reproductions used in advertising, brochures, electronic media, publicity and catalogues or other similar publications, provided that these licensing rights are exercised in a tasteful and professional manner and not to market goods or services. In the event the City uses the Artwork graphically or by any other means, the Artist and depictions of the Artwork will be credited as " Entanglement #34" by Richard Rayner and will depict a copyright notice.
 - (c) Notwithstanding the foregoing, Artist shall execute and notarize a Visual Artist's Rights Act Waiver in substantially the same form attached hereto as Exhibit "C."
- 1.5 Indemnification. Artist shall, 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 Artist's performance or work hereunder (including any of Artist's officers, agents, employees, or subcontractors) or Artist's 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. This indemnification obligation shall survive this Agreement.

ARTICLE 2

TIME OF PERFORMANCE

- 2.1 Term. This Agreement shall commence on June 17, 2025 and expire on December 16, 2025. Artist shall complete all services described in this Agreement in accordance with Exhibit "B," which may be modified in the City's sole discretion. This Agreement may be extended by a subsequent written amendment executed by both parties.

- 2.2 Termination. Should the Artist fail to perform pursuant to the terms of this Agreement, the City, in its sole discretion, shall have the right to terminate this Agreement by giving written notice of termination.
- 2.3 Notice of Termination. Upon receipt of notice of termination under this Article, the Artist shall, as directed by the City within the notice:
- (a) Reimburse the City for all monies paid for work not accepted or not completed by the Artist, within thirty (30) days of the notice, provided that any deliverables accepted by the City shall remain the City's property without reimbursement.
 - (b) Immediately transfer and deliver all Work in Progress so the City can complete the Work, or cause the Work to be completed by another person or entity.
- 2.4 Set-Off. If any monies were due to the Artist at the time of termination of this Agreement, the City may use those monies to set off any expenses it may incur in completing or removing the Work.
- 2.5 Other Remedies. Notwithstanding the foregoing sections, the Artist will not be relieved of liability to the City for the Artist's breach of this Agreement, and those sections do not preclude the City from seeking damages or any other remedies available to the City.

ARTICLE 3

COMPENSATION

- 3.1 Compensation. Artist shall be paid a total sum of five hundred dollars (\$500.00) by the City within thirty (30) business days of City's receipt of Artist's Artwork as detailed under Exhibit "A," provided that City has accepted the Artwork.

The payment of five hundred dollars (\$500.00) provided herein shall be full compensation for all work performed to complete the Artwork, including but not limited to, all expenses for labor, supplies, materials, communications, equipment or use thereof, and for all incidentals pertaining to the Artwork as described in Exhibit "A". In no event shall the payments to Artist exceed five hundred dollars (\$500.00).

ARTICLE 4

COPYRIGHT

- 4.1 Copyright. City shall not be responsible for any third-party infringement of Artist's copyright or for protecting the intellectual property rights of Artist.
- (a) Artist warrants and represents that the Artwork does not infringe any third-party intellectual property rights and shall indemnify the City against any claims, damages, or costs arising from such infringement, pursuant to Article 1.5. If the Artwork is found to infringe third-party rights, the City may terminate this Agreement and demand full reimbursement of all payments made.

- (b) Artist shall not reproduce or install the same Artwork or a substantially similar version at another location without the City's prior written consent.
- (c) Artist shall use their best efforts to give a credit reading substantially as "Entanglement #34", an original artwork licensed by the City of Redondo Beach, California," in any public showing under Artist's control of reproductions of the Artwork authorized pursuant to subsection (b).

ARTICLE 5

WARRANTIES

- 5.1 Identification Warranties. Artist represents and warrants that:
- (a) The Artwork is solely the result of Artist's creative efforts;
 - (b) The Artwork, as accepted by the City, has not been transferred or used elsewhere for commercial purposes.
 - (c) The Artwork is free and clear of any liens from any source.

ARTICLE 6

GENERAL

- 6.1 Independent Contractor. Artist is not a partner, joint venture, or employee of the City and the only relationship between the Artist and the City is that of an independent Artist. The Artist is not entitled to workers compensation benefits under the City's workers compensation. Artist is obligated to pay federal and state income tax on any and all monies earned under this Agreement.
- 6.2 Modification. This Agreement may be amended or modified only by a subsequent written instrument executed by all parties.
- 6.3 Third Party. Nothing herein shall be interpreted as creating any rights or benefits in any additional parties.
- 6.4 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 Artist, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 6.5 The Exhibits are as follows.
- (a) Exhibit "A": Description of Artwork
 - (b) Exhibit "B": Schedule for Completion

(c) Exhibit "C": Visual Artist Rights Act Waiver

- 6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any previous oral or written agreement.
- 6.7 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.
- 6.8 Compliance with Laws. Artist 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.
- 6.9 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.
- 6.10 Waiver. No waiver of performance by any party hereto shall be construed as to operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement.
- 6.11 Assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and Artist, and their respective assigns.
- 6.12 Interpretation. Artist 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.
- 6.13 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 Artist warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Artist, 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 Artist.
- 6.14 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.
- 6.15 Notice. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, returned receipt requested, postage prepaid, as follows.

City: City of Redondo Beach
Community Services Department
1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Community Services Director

Artist: Richard Rayner
2621 33rd St.
Santa Monica, CA 90405

[SIGNATURES FOLLOW ON NEXT PAGE]

ARTIST LICENSING AGREEMENT

THIS ARTIST LICENSING AGREEMENT (this "Agreement") is made and entered into this 17th day of June, 2025, by and between the City of Redondo Beach, California, a Chartered Municipal Corporation (the "City"), and Colleen Ann Murphy, an Individual (the "Artist").

WHEREAS, the City Council of the City of Redondo Beach ("City Council") has determined that the placement of artwork in City-owned parks, facilities and other public places enhances the aesthetic environment and contributes to the beneficial enjoyment of the community; and

WHEREAS, on January 22, 2025, the City Cultural Arts Commission recommended that the conceptual artwork "Redondo Beach Pier" by Artist be brought for approval to City Council; and

WHEREAS, on June 17, 2025, the City Council approved the conceptual plans for "Redondo Beach Pier"; and

WHEREAS, the City desires to license the digital file, image and reproduction of "Redondo Beach Pier" (collectively the "Artwork") by the Artist and the Artist desires to license the Artwork to the City under the terms set forth herein.

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 terms and conditions:

ARTICLE 1

SCOPE OF SERVICES

1.1 Artist. Artist shall perform the following duties.

- (a) Artist shall complete the Artwork in substantially the same form as presented to and approved by the City Council, more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.
- (b) Artist shall deliver the completed Artwork in accordance with the schedule in Exhibit "B."
- (c) Artist shall not make substantive changes in design or materials to the Artwork without prior written approval by the City. For purposes of this Agreement, "substantive changes" shall mean any modifications the City, in its sole discretion, deems significant, including but not limited to alterations in color, composition, or materials.

1.2 City. City will perform the following duties.

- (a) While the Artwork installation on utility boxes is designed to be relatively maintenance-free, the City will perform minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt and grime to ensure

that the Artwork does not become an eyesore to its environment or a detriment to the good reputation of the Artist.

- (b) City reserves the right to relocate the Artwork to another location, in its sole discretion.
- 1.3 Risk of Loss. Artist shall not be responsible or held liable for any damage to the Artwork, its surfaces or environment caused by the City's personnel, its employees, visitors or others that are beyond the control of the Artist.
- 1.4 License. Artist hereby grants to the City and grants an irrevocable license to:
 - (a) Place the Artwork on any utility box located in the City; and
 - (b) Make two-dimensional reproductions of the Artwork for non-commercial purposes, including but not limited to, reproductions used in advertising, brochures, electronic media, publicity and catalogues or other similar publications, provided that these licensing rights are exercised in a tasteful and professional manner and not to market goods or services. In the event the City uses the Artwork graphically or by any other means, the Artist and depictions of the Artwork will be credited as "Redondo Beach Pier" by Colleen Ann Murphy and will depict a copyright notice.
 - (c) Notwithstanding the foregoing, Artist shall execute and notarize a Visual Artist's Rights Act Waiver in substantially the same form attached hereto as Exhibit "C."
- 1.5 Indemnification. Artist shall, 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 Artist's performance or work hereunder (including any of Artist's officers, agents, employees, or subcontractors) or Artist's 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. This indemnification obligation shall survive this Agreement.

ARTICLE 2

TIME OF PERFORMANCE

- 2.1 Term. This Agreement shall commence on June 17, 2025 and expire on December 16, 2025. Artist shall complete all services described in this Agreement in accordance with Exhibit "B," which may be modified in the City's sole discretion. This Agreement may be extended by a subsequent written amendment executed by both parties.

- 2.2 Termination. Should the Artist fail to perform pursuant to the terms of this Agreement, the City, in its sole discretion, shall have the right to terminate this Agreement by giving written notice of termination.
- 2.3 Notice of Termination. Upon receipt of notice of termination under this Article, the Artist shall, as directed by the City within the notice:
- (a) Reimburse the City for all monies paid for work not accepted or not completed by the Artist, within thirty (30) days of the notice, provided that any deliverables accepted by the City shall remain the City's property without reimbursement.
 - (b) Immediately transfer and deliver all Work in Progress so the City can complete the Work, or cause the Work to be completed by another person or entity.
- 2.4 Set-Off. If any monies were due to the Artist at the time of termination of this Agreement, the City may use those monies to set off any expenses it may incur in completing or removing the Work.
- 2.5 Other Remedies. Notwithstanding the foregoing sections, the Artist will not be relieved of liability to the City for the Artist's breach of this Agreement, and those sections do not preclude the City from seeking damages or any other remedies available to the City.

ARTICLE 3

COMPENSATION

- 3.1 Compensation. Artist shall be paid a total sum of five hundred dollars (\$500.00) by the City within thirty (30) business days of City's receipt of Artist's Artwork as detailed under Exhibit "A," provided that City has accepted the Artwork.

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- (a) Artist warrants and represents that the Artwork does not infringe any third-party intellectual property rights and shall indemnify the City against any claims, damages, or costs arising from such infringement, pursuant to Article 1.5. If the Artwork is found to infringe third-party rights, the City may terminate this Agreement and demand full reimbursement of all payments made.

- (b) Artist shall not reproduce or install the same Artwork or a substantially similar version at another location without the City's prior written consent.
- (c) Artist shall use their best efforts to give a credit reading substantially as "Redondo Beach Pier", an original artwork licensed by the City of Redondo Beach, California," in any public showing under Artist's control of reproductions of the Artwork authorized pursuant to subsection (b).

ARTICLE 5

WARRANTIES

- 5.1 Identification Warranties. Artist represents and warrants that:
- (a) The Artwork is solely the result of Artist's creative efforts;
 - (b) The Artwork, as accepted by the City, has not been transferred or used elsewhere for commercial purposes.
 - (c) The Artwork is free and clear of any liens from any source.

ARTICLE 6

GENERAL

- 6.1 Independent Contractor. Artist is not a partner, joint venture, or employee of the City and the only relationship between the Artist and the City, is that of an independent Artist. The Artist is not entitled to workers compensation benefits under the City's workers compensation. Artist is obligated to pay federal and state income tax on any and all monies earned under this Agreement.
- 6.2 Modification. This Agreement may be amended or modified only by a subsequent written instrument executed by all parties.
- 6.3 Third Party. Nothing herein shall be interpreted as creating any rights or benefits in any additional parties.
- 6.4 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 Artist, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 6.5 The Exhibits are as follows.
- (a) Exhibit "A": Description of Artwork
 - (b) Exhibit "B": Schedule for Completion

(c) Exhibit "C": Visual Artist Rights Act Waiver

- 6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any previous oral or written agreement.
- 6.7 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.
- 6.8 Compliance with Laws. Artist 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.
- 6.9 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.
- 6.10 Waiver. No waiver of performance by any party hereto shall be construed as to operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement.
- 6.11 Assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and Artist, and their respective assignees.
- 6.12 Interpretation. Artist 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.
- 6.13 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 Artist warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Artist, 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 Artist.
- 6.14 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.
- 6.15 Notice. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, returned receipt requested, postage prepaid, as follows.

City: City of Redondo Beach
Community Services Department

1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Community Services Director

Artist: Colleen Ann Murphy
23 Pope Rd.
Atkinson, NH 03811

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREEMENT NUMBER: AO-24-006

**FUNDING AGREEMENT WITH THE CITY OF REDONDO BEACH
EXPANSION OF THE REDONDO BEACH PALLET SHELTER**

AMENDMENT ONE

THIS AGREEMENT ("Agreement") Amendment One is made and entered into:

BY COUNTY OF LOS ANGELES, a body corporate and
politic, and a subdivision of the State of California,
hereinafter referred to as (the "County"),

AND CITY OF REDONDO BEACH, a Chartered Municipal Corporation,
hereinafter referred to as (the "City").

RECITALS

WHEREAS, in December 2020, the City constructed a 15-unit pallet emergency interim housing for people experiencing homelessness ("PEH") at 1521 1/2 Kingsdale Avenue in the City of Redondo Beach; and in September 2022, the City added five more units at the site for a total of 20 units ("Pallet Shelter");

WHEREAS, on January 10, 2023, the Los Angeles County Board of Supervisors ("Board") declared a local emergency on homelessness in Los Angeles County due to the existence of conditions of extreme peril to the safety of persons on the basis of pervasive and pernicious homelessness in the County ("Homeless Emergency");

WHEREAS, on February 7, 2023, the Board authorized the Chief Executive Officer ("CEO"), or her designees, to enter into and/or amend agreements, for professional and other services, approved as to form by County Counsel, that support the Homeless Emergency and PEH missions within the County, through expedited and streamlined contracting processes, including the non-adherence of the County's sole source policy and other competitive procurement requirements, and terminate said agreements as necessary;

WHEREAS, the City has identified a vacant lot immediately north of and contiguous to the site of the Pallet Shelter for the construction of 25 additional units to be used as emergency interim housing for PEH ("Project") and has requested funding from County;

WHEREAS, pursuant to Government Code section 26227, the Board may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of the County;

WHEREAS, the City agrees to expend the County's Homeless Services funds exclusively for the Project, which is of significance for the population of Los Angeles County

as the site will be used for emergency interim housing for PEH to be safely housed while they create, and complete housing plans and behavioral health plans as needed to become permanently housed;

WHEREAS, on September 10, 2024, the County and the City entered into this Agreement, under which County's Board of Supervisors Second Supervisorial District agreed to provide up to \$800,000 Homeless Services funds to the City to support the Project;

WHEREAS, the City requires additional time to complete the Project, and the Parties wish to extend the term of the Agreement at no additional cost to the County in order to allow for the completion of the Project;

WHEREAS, the County and the City mutually agree that it is in both their benefit to amend the Agreement to extend the period for one year through June 30, 2026 at no additional cost to the County in order to allow for the completion of the Project; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, it is agreed between the Parties that the Agreement No AO-24-006, shall be amended as follows:

1. This Amendment One shall commence on the date of execution by the County.
2. Section **2.0 (AGREEMENT TERM)**, is deleted in its entirety and replaced as follows:

"2.0 AGREEMENT TERM

The term of the Agreement will be from September 10, 2024, as defined in Section 13.0, until June 30, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Agreement."

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect,

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IN WITNESS WHEREOF, City has executed this Amendment One or caused it to be duly executed by its authorized representative, and County by order of its Board, has delegated to its CEO the authority to execute this Amendment One on its behalf on the date and year written below.

COUNTY OF LOS ANGELES

By _____
FESIA A. DAVENPORT
Chief Executive Officer

APPROVED AS TO FORM FOR THE COUNTY:

DAWYN R. HARRISON
County Counsel

By  _____
Ana Lai (Jun 4, 2025 14:25 PDT)
ANA LAI
Senior Deputy County Counsel

CITY OF REDONDO BEACH

By _____
JOY FORD
City Attorney

By _____
JAMES A. LIGHT
Mayor

By _____
ELEANOR MANZANO

AGREEMENT NUMBER: AO-24-006

**FUNDING AGREEMENT WITH THE CITY OF REDONDO BEACH
EXPANSION OF THE REDONDO BEACH PALLET SHELTER**

THIS AGREEMENT ("Agreement") is made and entered into:

BY COUNTY OF LOS ANGELES, a body corporate and politic, and a subdivision of the State of California, hereinafter referred to as (the "County"),

AND CITY OF REDONDO BEACH, a Chartered Municipal Corporation, hereinafter referred to as (the "City").

RECITALS

WHEREAS, in December 2020, the City constructed a 15-unit pallet emergency interim housing for people experiencing homelessness ("PEH") at 1521 1/2 Kingsdale Avenue in the City of Redondo Beach; and in September 2022, the City added five more units at the site for a total of 20 units ("Pallet Shelter");

WHEREAS, on January 10, 2023, the Los Angeles County Board of Supervisors ("Board") declared a local emergency on homelessness in Los Angeles County due to the existence of conditions of extreme peril to the safety of persons on the basis of pervasive and pernicious homelessness in the County ("Homeless Emergency");

WHEREAS, on February 7, 2023, the Board authorized the Chief Executive Officer ("CEO"), or her designees, to enter into and/or amend agreements, for professional and other services, approved as to form by County Counsel, that support the Homeless Emergency and PEH missions within the County, through expedited and streamlined contracting processes, including the non-adherence of the County's sole source policy and other competitive procurement requirements, and terminate said agreements as necessary;

WHEREAS, the City has identified a vacant lot immediately north of and contiguous to the site of the Pallet Shelter for the construction of 25 additional units to be used as emergency interim housing for PEH ("Project") and has requested funding from County;

WHEREAS, pursuant to Government Code section 26227, the Board may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of the County;

WHEREAS, County's Board of Supervisors Second Supervisorial District is desirous of providing funding in the amount up to \$800,000 in Homeless Services funds to the City to support the Project;

WHEREAS, the City agrees to expend the County's Homeless Services funds exclusively for the Project, which is of significance for the population of Los Angeles County as the site will be used for emergency interim housing for PEH to be safely housed while they create, and complete housing plans and behavioral health plans as needed to become permanently housed; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

1.0 THE PROJECT

- 1.1 Pursuant to the provisions of this Agreement, the City shall fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth herein and Exhibit A, Statement of Work, and Exhibit B, Pricing Schedule, which are attached and incorporated herein by reference. If the City provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the City, and the City shall have no claim whatsoever against the County.
- 1.2 As applicable, any improvements funded pursuant to this Agreement are subject to the provisions and requirements of the California Environmental Quality Act ("CEQA"). The City shall be fully responsible for compliance with the provisions of CEQA.
- 1.3 As applicable, the City intends to solicit and subcontract with any number of licensed professional firms for design, architectural and civil and structural engineering services, geotechnical and materials testing and inspection services, environmental consultant services and construction cost estimating services for the capital improvement project development activities, and with a construction general contractor(s) for work performed on the Project. All appropriate provisions and requirements of this Agreement shall apply to the sub-agreements. The City shall be responsible for performance of the aforementioned subcontractors.
- 1.4 The City shall require that all persons working on the Project be paid not less than applicable prevailing wage rates in accordance with California Labor Code section 1771.
- 1.5 The City and the County agree that the liability of the County herein shall be limited to the payment of the County Funds pursuant to the terms of this Agreement. Any contracts entered into or other obligations or liabilities incurred by the City in Connection with the activities provided for herein or otherwise relating to this Agreement shall be the sole responsibility of the City and the County shall have no obligation or liability whatsoever thereafter.

2.0 AGREEMENT TERM

The term of the Agreement will be from the Effective Date, as defined in Section 13.0, until June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

3.0 FUNDING

- 3.1 The County hereby allocates to the City an amount not to exceed \$800,000 for the Agreement Term and as set forth in Exhibit B, Pricing Schedule, to support the construction of the Project, as described in this Agreement and Exhibit A, Statement of Work. Any costs incurred to complete this Agreement in excess of the maximum not-to-exceed cost will be borne by the City.
- 3.2 The City agrees to expend County Funds exclusively for the Project, as further described in Exhibit A, Statement of Work.
- 3.3 The City must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, and Exhibit B, Pricing Schedule. The City must prepare invoices, which will include the charges owed to the City by the County under the terms of this Agreement.
- 3.4 The City's invoices must be priced in accordance with Exhibit B, Pricing Schedule. The City will be paid only for the tasks, deliverables, goods, and services approved by the County.
- 3.5 The County Funds will be paid to the City within thirty (30) days in accordance with Exhibit A, Statement of Work, and Exhibit B, Pricing Schedule.
- 3.6 The County reserves the right to discontinue funding the Project if: (1) there has not been reasonable progress with the Project, (2) the County determines that the City is incapable of satisfactorily completing the Project, or (3) the content of any required written reports, including Project Status Reports, Expenditure Reports, and Project Final Report are unsatisfactory. The County shall provide the City with notice of any such potential discontinuity of funding and a reasonable opportunity to cure any deficiencies in performance prior to discontinuing Project funding. In the event of discontinuation of funding by the County, any unexpended funds shall immediately be returned to the County. Any such decision to discontinue funding shall be made by the County's CEO or her designee.

4.0 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 4.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an

agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 4.2 The City must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, 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.
- 4.2 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 4.3 At any time during the duration of the Agreement, the City may submit a written request for an exemption to this requirement. Such request 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 the contracting department(s), will decide whether to approve exemption requests.

5.0 COUNTY'S RIGHT TO RETURN OF FUNDS OR PROPERTY

- 5.1 Any County Funds not used by the City for the purposes of the Project, as further described in the Statement of Work, Exhibit A, shall remain the property of the County, and the City shall, upon request by the County, promptly repay the County any such County Funds.
- 5.2 If there are any unused County Funds at the expiration or termination of the Agreement term, the City shall promptly return any such County Funds.
- 5.3 The County reserves the right to take possession of any property purchased with misused and/or unused County Funds if the City fails to make timely repayment of the County Funds.
- 5.4 Nothing contained in this Section 5.0 shall limit or prevent the County from taking any and all action to seek repayment of unused County Funds or the County Funds which were not used in accordance with the terms of this Agreement.

6.0 INDEMNITY, INSURANCE AND RECORDS RETENTION

6.1 Indemnity

The City agrees to indemnify, defend. And hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnities") from and against any and all liability, actions, causes of action, or expenses of any kind, including, but not limited to, defense

costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City activities, operations or services relating to the Project, including any workers' compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of the City by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

6.2 Insurance

Without limiting the City's indemnification of the County, the City shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the County' on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage maintained by the County and shall name the County of Los Angeles as an additional insured.

a. Commercial General and Auto Liability: with limits of not less than \$1 million per occurrence.

b. Workers' Compensation:

A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of the City and all risks to such persons under this Agreement and including Employer's Liability coverage with a \$1 million per limit.

c. Crime Insurance:

A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:

- (1) Dishonesty or fraudulent acts of officers, directors, or employees of City, or
- (2) Disappearance, destruction or wrongful abstraction inside or outside the premises or the City, while in the care, custody or control of the City, or

- (3) Sustained through forgery or direction to pay a certain sum in money.

d. Property Coverage:

If, under the terms of this Agreement, the City shall have possession of rented or leased or be loaned any County- owned real or personal property, the City shall provide:

- (1) For real property: insurance providing special form ("all risk") coverage for the full replacement value.
- (2) For personal property: insurance providing special form ("all risk") coverage for the actual cash value.

6.3 Records Retention and Inspection:

Within ten (10) days of the County CEO or her designee's written request, the City shall allow the County access to financial and program records during regular business hours at any place the City keeps those records.

7.0 FINANCIAL RECORDS AND AUDITING

- 7.1 The City agrees to maintain satisfactory financial accounts, documents, and records of the expenditure of the County Funds and to make them available to the County for auditing at reasonable times. The City also agrees to retain such financial accounts, documents, and records for five (5) years following termination of this Agreement.
- 7.2 The City agrees to use a generally accepted accounting system. The City also agrees to maintain, and make available for County inspection, accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- 7.3. At any time during the term of this Agreement or at any time within five (5) years of the expiration or other termination of this Agreement, authorized representatives of the County may conduct an audit of the City records for the purpose of verifying appropriateness and validity of expenditures of County Funds under the terms of this Agreement.
- 7.4 The City, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.
- 7.5 The City will provide the County's CEO within one hundred twenty (120) days after the end of the fiscal year in which the Project was completed, a report

itemizing actual expenditures funded by monies received pursuant to this Agreement.

- 7.6 It is understood and agreed that any funds paid to the City hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to the City hereunder have been used for purposes other than those authorized by this Agreement, the City is required to immediately refund any such improperly used funds to the County.

8.0 CONFLICT OF INTEREST

The City covenants that neither the City nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

The City, its agents, officers, employees, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

9.0 AUTHORITY

The City warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the City's governing body, authorizing receipt of the County Funds, and directing and designating the authorized representative(s) of the City to act in connection with the Project specified and to provide such additional information as may be required by the County.

10.0 STANDARD TERMS AND CONDITIONS

10.1 Amendments

For any change which affects the scope of work, agreement term, agreement sum, payments, or any term or condition included under this Agreement, an amendment to the Agreement must be prepared and executed by the City and by the County.

The County's Board or CEO or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Agreement must be prepared and executed by the City and by the County.

The County, may at their sole discretion, authorize extensions of time as defined in Paragraph 2.0 (Agreement Term). The City agrees that such extensions of time will not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement must be prepared and executed by the City and by the County.

Except as otherwise provided herein, any amendment(s) to this Agreement shall be at the mutual consent of the County and the City and shall be executed by an authorized designee of the County and approved as to form for the County by County Counsel.

10.2 Independent Contractor

This Agreement is by and between the County and the City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The City shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of the City.

10.3 Subcontracting

The requirements of this Contract may not be subcontracted by the City without the advance written approval of the County. Any attempt by the City to subcontract without first obtaining prior written approval and the prior consent of the County may be deemed a material breach of this Contract.

10.3.1 If the City desires to subcontract, the City shall provide the following information promptly to the County:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

10.3.2 The City shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the City employees.

- 10.3.3 The City shall remain fully responsible for all performances required of it under this Contract, including those that the City has determined to subcontract, notwithstanding the County's approval of the City's proposed subcontract.
- 10.3.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The City is responsible to notify its Subcontractors of this County right.
- 10.3.5 The City shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 10.3.6 City shall include all Subcontractors as insureds under City's own policies or shall provide County with each Subcontractor's separate evidence of insurance coverage. City shall be responsible for verifying each Subcontractor complies with the required insurance provisions set forth in this Contract.

10.4 City's Compliance with County's Defaulted Property Tax Reduction Program

The City acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the City qualifies for an exemption or exclusion, the City warrants and certifies that, to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

10.5 OSHA/CAL-OSHA Compliance

The City shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. § 661, et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

10.6 Fair Labor

The City must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited

to, the Federal Fair Labor Standards Act, for work performed by the City's employees for which the County may be found jointly or solely liable.

10.7 Citizenship

The City warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. The City shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability that may be assessed against the City or the County, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

10.8 Nondiscrimination

The City certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

10.9 County Lobbyists

The City and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the City, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160,. Failure on the part of the City or any County lobbyist or County lobbying firm retained by the City to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

10.10 Recycled Bond Paper

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, the City agrees to use recycled-content paper to the maximum extent possible on the Project.

10.11 Notice to Employees Regarding the Federal Earned Income Credit

The City shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

10.12 Consideration of GAIN/START Program Participants

Should the City require additional or replacement personnel after the effective date of this Agreement, the City will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the City's minimum qualifications for the open position. For this purpose, consideration will mean that the City will interview qualified candidates. The County will refer GAIN/START participants by job category to the City. Cities must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates. In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

10.13 Suspension and Terminations

The City agrees to suspend using County Funds on Project operations or otherwise for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County. This provision may be applied if, in the judgment of the County circumstances exist which could result in illegal or inappropriate expenditures of County Funds. The County's CEO or her designee may terminate this Agreement immediately by written notice to the City upon City's failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the County determine that City's failure to perform relates to only part of the Project, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, the County shall be entitled to reimbursement of the portion of the County Funds not yet used by the City.

If this Agreement is terminated, the City shall within five (5) days of receipt of notice of termination from County, notify all other parties who are subcontractors of the City of such termination.

Nothing contained herein shall limit or prevent the County from seeking repayment of County Funds already used by the City which were not used in accordance with the conditions of this Agreement.

10.14 Termination for Default

This Agreement may be terminated immediately in whole or in part by the County by providing to the City a written Notice of Default if 1) the City fails to perform the work or progress toward achieving the objectives of the Project

within the time specified in this Agreement or any extensions approved by the County, 2) the City fails to perform any other covenant or conditions of this Agreement, or 3) the City misuses the County Funds. In its sole discretion, the County may include in the Notice of Default a period of time for the City to cure the Default(s).

10.15 Termination for Convenience

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of use of County Funds for the Project or otherwise shall be affected by notice of termination to the City specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be specified in the termination notice.

After receipt of a notice of termination and except as otherwise directed by the County, the City shall stop using County Funds under this Agreement on the date and to the extent specified in such notice.

10.16 Termination for Improper Consideration

The County may, by written notice to the City, immediately terminate the right of the City to proceed under this City if it is found that consideration, in any form, was offered or given by the City, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to the City's performance pursuant to the Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the City as it could pursue in the event of default by the City.

The City must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

10.17 Termination for Nonadherence to County Lobbyists Ordinance

The City, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the City, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the City or any County Lobbyist or County Lobbying firm retained by the City to fully comply with the County's Lobbyist Ordinance will constitute a material

breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

10.18 Termination for Breach of Warranty of Compliance with the County's Defaulted Property Tax Reduction Program

The City acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County taxpayers. Unless the City qualifies for an exemption or exclusion, the City warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206.

Failure of the City to maintain compliance with these requirements shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of the City to cure such default within ten days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of the City, pursuant to County Code Chapter 2.206.

10.19 City's Acknowledgment of County's Commitment to Child Support Enforcement/Termination for Failure to Comply

The City acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The City understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster in a prominent position at the City's place of business. The City will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>."

The City must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>."

10.20 Scope of Application

The terms and conditions set forth in this Agreement apply solely to the subject matter described herein. These provisions are limited to the specific project

and scope of services defined within the four corners of this Agreement, including attached exhibits. They do not extend to other agreements, projects, or matters not explicitly addressed in this document.

11.0 NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

a. To the County:

Chief Executive Office Homeless Initiative Division
Kenneth Hahn Hall of Administration, Room 493 500 West Temple Street
Los Angeles, CA 90012 Attn: Courtney Price
Email: cprice@ceo.lacounty.gov

b. To the City:

City of Redondo Beach
415 Diamond Street Redondo Beach, CA 90277
Attn: Joy Ford, Senior Deputy City Prosecutor
Michael W. Webb, City Attorney
Emails: Joy.Ford@redondo.org, Michael.Webb@redondo.org

12.0 SEVERABILITY

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

13.0 EFFECTIVE DATE

After the Agreement has been executed by the City's authorized representative, the effective date of the Agreement shall be the date that the Agreement is fully executed by the County's CEO or her designee.

14.0 COMPLIANCE WITH LAW

The City shall comply with all applicable federal, state, County, and local laws, statutes, ordinances, codes, rules, regulations, directives, and policies in connection with its activities pursuant to this Agreement, including but not limited to CEQA, environmental laws, fair housing laws, prevailing wage laws, zoning laws, building codes and regulations, and laws relating to accessibility to, usability by, and discrimination against, disabled individuals.

15.0 GOVERNING LAWS, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, the City and the County agree and consent to the exclusive jurisdiction of the courts of

the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

16.0 RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

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IN WITNESS WHEREOF, City has executed this Agreement, or caused it to be duly executed by its authorized representative, and County by order of its Board, has delegated to its CEO the authority to execute this Agreement on its behalf on the date and year written below.

COUNTY OF LOS ANGELES

By *Joseph M. Nicchitta for*
Joseph M. Nicchitta for (Sep 10, 2024 11:35 PDT)
FESIA A. DAVENPORT
Chief Executive Officer

APPROVED AS TO FORM FOR THE COUNTY:

DAWYN R. HARRISON
County Counsel

By *AL*
Ana Lai (Aug 21, 2024 17:00 PDT)
ANA LAI
Senior Deputy County Counsel

CITY OF REDONDO BEACH

By *Michael W. Webb*
Michael W. Webb (Aug 21, 2024 17:08 PDT)
MICHAEL W. WEBB
City Attorney

By *James A Light*
James A Light (Aug 21, 2024 17:23 PDT)
JAMES A. LIGHT
Mayor

By *Eleanor Manzano*
Eleanor Manzano (Aug 26, 2024 12:09 PDT)
ELEANOR MANZANO

EXHIBIT A

STATEMENT OF WORK

EXPANSION OF THE REDONDO BEACH PALLET SHELTER

1.0 OVERVIEW

In December of 2020, the City of Redondo Beach (the City) placed fifteen (15) adults from the streets into newly built tiny homes from the Pallet Company at a site located at 1521 1/2 Kingsdale Avenue in the City ("Pallet Shelter"). In September of 2022, the City added five more units, bringing the total to twenty (20) tiny homes at the Pallet Shelter. To date, fifty-five (55) adults who stayed at the Pallet Shelter have been permanently housed. That is a 56% exit rate from interim housing to permanent housing; whereas the percentage of exits from shelter to permanent housing solutions within the City's Service Planning Area ("SPA"), SPA 8, is 17%. All twenty (20) units are always occupied, and there is always a waitlist for people experiencing street homelessness.

The City's Pallet Shelter was built and operates in partnership with the County of Los Angeles ("County"). The Pallet Shelter has a useful life of 10 years. The service provider that manages the shelter is Harbor Interfaith Services who provides full wrap-around services, including health and behavioral services, employment assistance, case-management, and housing navigation. The non-congregate setting makes residents feel safer than congregate shelters, particularly for women and elderly.

The existing Pallet Shelter is located in an industrial zone in the City. Immediately north of and contiguous to the site of the Pallet Shelter, there is a vacant lot that is the property of the City. The City Council has approved this lot for the expansion of the Pallet Shelter if funding is identified. Using this lot for the additional units would result in cost savings per bed given the original Pallet Shelter is already there.

The total cost to expand the Pallet Shelter is estimated to be up to \$1,568,000. Los Angeles County Supervisorial District Two is contributing \$800,000 to the City for the capital cost of expanding the Pallet Shelter.

2.0 PROJECT

The Project funded in part by this agreement will support the City to add twenty-five (25) units at the identified lot immediately north of and contiguous to the Pallet Shelter located at 1521 1/2 Kingsdale Avenue in the City to be used as emergency interim housing for people experiencing homelessness so that they can be safely

housed while they create, and complete housing plans and behavioral health plans as needed to become permanently housed.

3.0 TASKS/DELIVERABLES

The City shall complete the following tasks and deliverables:

Task No.	Task	Deliverable
1	<u>Site Plan</u> Plans will be developed that incorporate grading of the property to meet existing land conditions and incorporate ADA access, shelter pad placement, sewer grading for restrooms and general accessibility.	Within 30 days of approval of the Site Plan, provide a copy to County.
2	<u>Electrical Engineering</u> The electrical infrastructure of the original shelter was designed for a temporary facility with a six-month to one-year lifespan. This was done utilizing temporary power poles to provide electricity to the shelter and office units. While this setup has worked effectively, it was installed as a temporary measure. An expanded shelter would need to have permanent electrical supplied to the site through the installation of long-term support structures. It should be noted that Southern California Edison is likely to require the City to proceed with a permanent electrical installation at the existing pallet site, irrespective of expansion.	Within 30 days of completion, provide County with proof of permanent electrical installations.
3	<u>Building Plan Design and Architecture</u> The original shelter was based on a temporary concept. New longer-term structure installation will be required to be supported with restroom and shower facilities, electrical, mechanical, and plumbing that meet current housing standards, and level foundations to anchor the units in a more permanent fashion. Architectural and planning designs would need to be developed for review by LACHD Building & Safety, and the Fire Department.	Within 30 days of completion, City to provide County with documentation of installation of required electrical, mechanical, and plumbing.

4	<u>Grading, Paving and Accessibility and Retainment/ Construction and Installation</u> Constructing and installing 25 new shelter units and support elements will require grading, paving, and accessibility upgrades, as well as the addition of permanent electrical and plumbing services to current code standards. The upgrades will serve purposes beyond the pallet shelter program. The electrical upgrades will be helpful for maintenance and operations. It is likely that the permanent power would be used to charge equipment batteries and vehicles and provide onsite lighting and camera security.	Within 30 days of completion, City to provide upon receipt proof of permitting for grading, paving, and other upgrades.
5	<u>Electrical and Plumbing</u> The City will complete all necessary electrical work on site. The City will complete all necessary plumbing work on the site.	Within 30 days of completion, provide County with a copy of completed electrical and plumbing work.
6	<u>Restroom and Showers</u> The City will ensure that restrooms and showers are built to adequately accommodate the additional shelters.	Within 30 days of completion, provide County with documentation for the added restroom and shower facilities

EXHIBIT B

PRICING SCHEDULE

EXPANSION OF THE REDONDO BEACH PALLET SHELTER

MAXIMUM NOT TO EXCEED CONTRACT COST/SET FEE: \$800,000 for tasks and deliverables rendered consistent with the Statement of Work, Exhibit A, during the Agreement Term of this Agreement at the direction of the County Project Manager.

Payment shall be made in arrears in a manner subject to the conditions as set forth here and in Section 3.0, Funding, Paragraph 3.1 of this Agreement. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost shall be borne by the City.

TASKS AND DELIVERABLES:	
Site Plan	\$50,000
Electrical Engineering	\$50,000
Building Plan Design and Architecture	\$75,000
Grading, Paving and Accessibility and Retainment/Construction and Installation	\$245,000
Electrical and Plumbing	\$285,000
Restroom and Showers	\$95,000
TOTAL	\$800,000

*Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. An amendment is not required for changes within line items of a funding category, not to exceed the maximum contract amount.

FUNDING AGREEMENT WITH
City of Redondo Beach
FOR
City of Redondo Beach Temporary Emergency Shelter Pallet Site Program

PROJECT TITLE: City of Redondo Beach Temporary Emergency Shelter Pallet Site Program

PROJECT NUMBER: B40003-22

CONTRACT NUMBER: 112558

THIS AGREEMENT ("Agreement") is made and entered into this *20th* day of 2022.

BY LOS ANGELES COUNTY DEVELOPMENT AUTHORITY, a body corporate and politic, and a subdivision of the State of California, hereinafter referred to as (the "LACDA"),

AND City of Redondo Beach, a Chartered Municipal Corporation, hereinafter referred to as (the "Grantee").

WITNESSETH:

WHEREAS, on June 13, 2017, the County Board of Supervisors ("Board") acting as the Board of Commissioners of LACDA authorized the Executive Director of the LACDA, or his designee, to execute agreements and subsequent amendments with the County of Los Angeles ("County") that are required to implement Homeless Initiative strategies adopted by the Board to combat homelessness in the County; and incorporate Measure H funds into the LACDA's budget for each fiscal year the funds are available;

WHEREAS, on July 13, 2021, the Board approved funding allocations for each of the Measure H eligible Homeless Initiative strategies that included an allocation to LACDA for Strategy B4;

WHEREAS, the Grantee desires to take action to address homelessness in their community;

WHEREAS, representatives of LACDA and the Grantee believe that it would be mutually beneficial, and, indeed, a public service, to accommodate such participants; and

WHEREAS, the Grantee desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services and implement the Project described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

A. Funding

1. The LACDA hereby grants, in accordance with this Agreement, to the Grantee Measure H Funds to be exclusively used for the Project, as further described in Exhibit A and incorporated herein by reference.
2. The Grantee agrees to expend the Measure H Funds exclusively for the Project as further described in Exhibit A and according to the Task and Timeline, Project Implementation/Progress Schedule, and Budget.
3. The Measure H Funds will be reimbursed to the Grantee within thirty (30) days after an invoice to the LACDA from the Grantee up to (\$250,000.00) dollars (\$Two Hundred Fifty Thousand Dollars and Zero Cents).
4. The LACDA reserves the right to discontinue funding the Project in its reasonable estimation that: (1) there has not been reasonable progress with the Project, (2) the LACDA determines that the Grantee is incapable of satisfactorily completing the Project (3) the content of any required written reports, including Project Status Reports, Expenditure Reports, and Project Final Report are unsatisfactory. The LACDA shall provide Grantee with notice of any such potential discontinuity of funding and a reasonable opportunity to cure any deficiencies in performance prior to discontinuing project funding. In the event of discontinuation of funding by the LACDA, any unexpended Measure H Funds shall immediately be returned to the LACDA. Any such decision to discontinue funding shall be made by the Executive Director or his designee.

B. Agreement Term

Subject to Section I.20 of this Agreement, the term of the Agreement will be from the Effective Date until completion of the Project.

C. Project Administration

1. The Grantee shall complete: (1) Project Status Reports (2) Project Final Report in a format acceptable to the LACDA; The LACDA will provide samples of acceptable format templates. The reports will be completed on the dates specified in the following schedule:

Due Dates of Project Status Reports shall be monthly within thirty (30) days of the start of the contract and the Project Final Report shall be due one hundred twenty (120) days after the Project is completed. If there are delays in the receipt of portions of the collection to the Grantee due to the COVID-19 pandemic or other reason beyond the control of the Grantee, the Grantee will provide the LACDA a revision to the schedule.

2. The Grantee agrees to notify the LACDA about any material change in the Measure H funded activities for the Project.
3. Project Final Report shall address each of the deliverables in Exhibit A,

along with Project Status Reports appended to the final report, and appropriate documentation to support the expenditures of Measure H Funds for the completed Project.

4. All completed Project Status Reports and Project Final Report shall be sent to the County at the following address:

Los Angeles County Development Authority
Community Development Division-Grants Management Unit
700 W. Main Street
Alhambra, California 91801

5. The Grantee agrees to notify the LACDA about any of the following: (1) any change in key personnel for the Project or the Grantee; and (2) any change in address or phone number, and (3) any change in tax exempt classification under the Internal Revenue Code.
6. Any material variation in the Project, Budget, Task and Timeline or use of the Measure H Funds requires the advance express written approval by the LACDA and, if approved, may require an amendment to this Agreement.

D. The LACDA's Right to Return of Funds or Property

1. Any Measure H Funds not used by the Grantee for the purposes of the Project as further described in the Exhibit A and as set forth in the Budget shall remain the property of the LACDA, and the Grantee shall, upon request by the LACDA, promptly repay the LACDA any such Measure H Funds.
2. If there are any unused Measure H Funds at the expiration or termination of the Agreement term, the Grantee shall promptly return any such Measure H Funds.
3. The LACDA reserves the right to take possession of any property purchased with misused and/or unused Measure H Funds if the Grantee fails to make timely repayment of the Measure H Funds.
4. Nothing contained in this Section D shall limit or prevent the LACDA from taking any and all action to seek repayment of unused Measure H Funds or Measure H Funds which were not used in accordance with the terms of this Agreement.

E. Indemnity, Insurance and Records Retention

1. Indemnity

The Grantee agrees to indemnify, defend, and hold harmless the LACDA, the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("LACDA Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever,

including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Grantee activities, operations or services relating to the Project, including any workers' compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of the Grantee by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the LACDA Indemnitees.

2. Insurance

Without limiting the Grantee's indemnification of LACDA, the Grantee shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the LACDA's Risk Manager and evidence of such programs satisfactory to the LACDA shall be delivered to the LACDA on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that LACDA is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage maintained by LACDA and shall name the LACDA as an additional insured.

- a. Commercial General and Auto Liability: with limits of not less than \$1 million per occurrence.
- b. Workers' Compensation: A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Grantee and all risks to such persons under this Agreement and including Employer's Liability coverage with a \$1 million per limit.
- c. Crime Insurance: A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:
 - (1) Dishonesty or fraudulent acts of officers, directors, or employees of Grantee, or
 - (2) Disappearance, destruction or wrongful abstraction inside or outside the premises or Grantee, while in the care, custody or control of the Grantee, or
 - (3) Sustained through forgery or direction to pay a certain sum in money.
- d. Property Coverage: If, under the terms of this Agreement, Grantee shall have possession of rented or leased or be loaned any LACDA- owned real

or personal property, Grantee shall provide:

- (1) For real property: insurance providing special form ("all risk") coverage for the full replacement value.
- (2) For personal property: insurance providing special form ("all risk") coverage for the actual cash value.

- e. Records Retention and Inspection: Within ten (10) days of the Executive Director or his designee's written request, the Grantee shall allow the LACDA access to financial and program records during regular business hours at any place Grantee keeps those records.

F. Financial Records and Auditing

1. The Grantee agrees to maintain satisfactory financial accounts, documents, and records of the expenditure of the Measure H Funds and to make them available to the LACDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents, and records for five (5) years following termination of this Agreement.
2. The Grantee agrees to use a generally accepted accounting system. The Grantee also agrees to maintain, and make available for LACDA inspection, accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. At any time during the term of this Agreement or at any time within five (5) years of the expiration or other termination of this Agreement, authorized representatives of the LACDA may conduct an audit of the Grantee records for the purpose of verifying appropriateness and validity of expenditures of Measure H Funds under the terms of this Agreement.
4. The Grantee, within thirty (30) days of notification from the LACDA of its audit findings, may dispute the audit findings in writing to the LACDA and provide the LACDA with records and/or documentation to support the expenditure claims. The LACDA shall review this documentation and make a final determination as to the validity of the expenditures.
5. The Grantee will provide the Executive Director, or his designee, within one hundred twenty (120) days after the end of the fiscal year in which the Project was completed, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.
6. It is understood and agreed that any funds paid to the Grantee hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the LACDA determine that any funds paid to the Grantee hereunder have been used for purposes other than those authorized by this Agreement, the Grantee is required to immediately refund any such improperly used funds to the LACDA.

G. Conflict of Interest

The Grantee covenants that neither the Grantee nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

The Grantee, its agents, officers, employees, and sub-contractors shall comply with all applicable Federal, State and local laws and regulations governing conflict of interest.

H. Authority

Grantee warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Grantee's governing body, authorizing receipt of the Measure H Funds, and directing and designating the authorized representative(s) of the Grantee to act in connection with the Project specified and to provide such additional information as may be required by the LACDA.

I. Standard Terms and Conditions

1. Amendments

Except as otherwise provided herein, any amendment(s) to this Agreement shall be at the mutual consent of the LACDA and the Grantee, and shall be executed by an authorized designee of the LACDA, and approved as to form for the LACDA by County Counsel.

2. Independent Contractor

This Agreement is by and between the LACDA and the Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the LACDA and the Grantee. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Grantee shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The LACDA shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Grantee.

3. Assignments and Subcontracts

The Grantee shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without

such consent shall be null and void. For purposes of this paragraph, the LACDA consent shall require a written amendment to this Agreement, which is formally approved and executed by the Grantee and Executive Director. In the event a transfer, exchange, assignment, or divestment results in a change in the person or entity with majority control of Grantee at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of LACDA in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of the Grantee's duties, responsibilities, obligations, or performance of same by any entity other than the Grantee, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason requires the LACDA's prior written approval. Failure to obtain such written approval shall be a material breach of this Agreement.

4. Grantee's Compliance with County's Defaulted Property Tax Reduction Program

The Grantee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Grantee qualifies for an exemption or exclusion, the Grantee warrants and certifies that, to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

5. OSHA/CAL-OSHA Compliance

The Grantee shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. § 661, et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

6. Fair Labor

The Grantee agrees to indemnify, defend, and hold harmless the LACDA, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the Grantee's employees for which the LACDA may be found jointly or solely liable.

7. Citizenship

The Grantee warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. The Grantee shall indemnify, defend, and hold harmless, the LACDA, its officers and employees from employer sanctions and any other liability that may be assessed against the Grantee or the LACDA, or both, in connection with any alleged violation of Federal statutes or regulations pertaining

to the eligibility for employment of persons performing services under this Agreement.

8. Nondiscrimination

The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the Measure H Funds paid to the Grantee pursuant to this Agreement.

9. County Lobbyists

The Grantee and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County lobbyist or County lobbying firm retained by the Grantee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which LACDA may immediately terminate or suspend this Agreement.

10. Use of Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at LACDA landfills, the Grantee agrees to use recycled-content paper to the maximum extent possible on the Project.

11. Notice to Employees Regarding the Federal Earned Income Credit

The Grantee shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

12. Consideration of Gain/Grow Program Participants for Employment

Should the Grantee require additional or replacement personnel after the effective date of this Agreement, the Grantee shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Grantee's minimum qualifications for the open position. For this purpose, consideration shall mean that the Grantee will interview qualified candidates. The LACDA will refer GAIN/GROW participants by job category to the Grantee. The Grantee shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV to obtain a list of qualified GAIN/GROW job candidates.

13. Suspension and Terminations

The Grantee agrees to suspend using Measure H Funds on Project operations or otherwise for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the LACDA. This provision may be applied if, in the judgment of the LACDA circumstances exist which could result in illegal or inappropriate expenditures of Measure H Funds. The Executive Director or his designee may terminate this Agreement immediately by written notice to the Grantee upon Grantee's failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the LACDA determine that Grantee's failure to perform relates to only part of the Project, the LACDA, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, the LACDA shall be entitled to reimbursement of the portion of the Measure H Funds not yet used by the Grantee.

If this Agreement is terminated, the Grantee shall within five (5) days of receipt of notice of termination from LACDA, notify all other parties who are subcontractors of the Grantee of such termination.

Nothing contained herein shall limit or prevent the LACDA from seeking repayment of Measure H Funds already used by the Grantee which were not used in accordance with the conditions of this Agreement.

14. Termination for Default

This Agreement may be terminated immediately in whole or in part by the LACDA by providing to the Grantee a written Notice of Default if 1) the Grantee fails to perform the work or progress toward achieving the objectives of the Project within the time specified in this Agreement or any extensions approved by the LACDA, 2) the Grantee fails to perform any other covenant or conditions of this Agreement, or 3) the Grantee misuses the Measure H Funds.

In its sole discretion, the County may include in the Notice of Default a period of time for the Grantee to cure the Default(s).

15. Termination for Convenience

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of use of Measure H Funds for the Project or otherwise shall be effected by notice of termination to the Grantee specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be specified in the termination notice.

After receipt of a notice of termination and except as otherwise directed by the LACDA, the Grantee shall stop using Measure H Funds under this Agreement on the date and to the extent specified in such notice.

16. Termination for Improper Consideration

The LACDA may, by written notice to the Grantee, immediately suspend or terminate the right of the Grantee to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Grantee, either directly or through an intermediary, to any LACDA officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, extension of this Agreement, or the making of any determinations with respect to the Grantee's performance pursuant to this Agreement. In the event of such termination or suspension, the LACDA shall be entitled to pursue those same remedies against the Grantee as it could pursue in the event of default by the Grantee.

The Grantee shall immediately report any attempt by a LACDA officer or employee to solicit such improper consideration. The report shall be made either to a LACDA manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

17. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

The Grantee, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully

comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County Lobbyists or County Lobbying firm retained by the Grantee to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the LACDA may in its sole discretion, immediately suspend or terminate for default this Agreement.

18. Termination for Breach of Warranty of Compliance with the County's Defaulted Property Tax Reduction Program

The Grantee acknowledges that the LACDA has established a goal of ensuring that all individuals and businesses that benefit financially from the LACDA through contracts are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County taxpayers. Unless the Grantee qualifies for an exemption or exclusion, the Grantee warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206.

Failure of the Grantee to maintain compliance with these requirements shall constitute default under this Agreement. Without limiting the rights and remedies available to LACDA under any other provision of this Agreement, failure of the Grantee to cure such default within ten days of notice shall be grounds upon which LACDA may terminate this Agreement and/or pursue debarment of the Grantee, pursuant to County Code Chapter 2.206.

19. Grantee's Acknowledgment of County's Commitment to Child Support Enforcement/Termination for Failure to Comply

The Grantee acknowledges that the LACDA places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The LACDA understands that it is County's policy to encourage all LACDA contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Grantee's place of business. The LACDA will supply the Grantee with the poster to be used.

As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Grantee's duty under this Agreement to comply with all applicable provisions of law, the Grantee warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of the Grantee to maintain compliance with the County's Child Support

Compliance Program shall constitute a default under this Agreement. Without limiting the rights and remedies available to the LACDA under any other provision of this Agreement, failure of the Grantee to cure such default within 90 calendar days of written notice shall be grounds upon which the LACDA may suspend or terminate this Agreement.

20. Survival of Termination

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including but not limited to the following Sections of this Agreement: A.4, E, F.1., G, I.6, and I.7.

J. Notices and Approvals

All notices and approvals shall be directed to and made by the following representatives of the parties:

a. To the LACDA:

Los Angeles County Development Authority
Community Development Division-Grants Management Unit
700 W. Main Street
Alhambra, California 91801
Los Angeles, CA 90012

b. To the Grantee:

Attn: Mayor or Executive Director
City of Redondo Beach
«Street_Address_»
Redondo Beach, CA 9027 -

K. Severability

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

L. Effective Date

After the Agreement has been executed by the Grantee's authorized representative, the effective date of the Agreement shall be the date that the Agreement is fully executed by the Executive Director, or his designee.

M. Compliance with Law

The Grantee shall comply with all applicable Federal, State and County law, regulations and policies in connection with its activities pursuant to this Agreement.

N. Governing Laws, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, the Grantee and the LACDA agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

O. Rights and Remedies Not Exclusive

The rights and remedies of the LACDA provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month and year first above written.

COUNTY OF LOS ANGELES

DocuSigned by:
Emilio Salas
AED1701B4ACB492

By: _____

EMILIO SALAS,
Executive Director
Los Angeles County Development Authority

City of Redondo Beach
Operating Agency *Nils Helge Nehrenheim*

By: *Nils H. Nehrenheim*

Title: *Mayor Pro Tempore*

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel
Of the County of Los Angeles

APPROVED AS TO PROGRAM:

EMILIO SALAS,
Executive Director
Los Angeles County Development Authority

By: _____

BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

DocuSigned by:
Emilio Salas
AED1701B4ACB492

By: _____

Director
Community Development Division

**Los Angeles County Development Authority
County of Los Angeles
Project Description and Activity Budget**

Contract No. 112558 Version 0

PROJECT	OPERATING AGENCY
Project No: B40003-22 Title: City of Redondo Beach Temporary Emergency Shelter Pallet Site Program Funding Period: To: 6/30/2023 Jurisdiction: County Measure H	Organization Name: City of Redondo Beach Type: Participating City LACDA Program Mgr: Vanessa Estella

Project Administration

Joy Abaquin
Quality of Life/Nuisance Abatement
Senior Deputy City Prosecutor
City of Redondo Beach | City Attorney's Office | 310-372-1171 ext. 2080
401 Diamond Street
Redondo Beach, CA 90277
Joy.Abaquin@redondo.org

Eligibility Summary

Funding Source: County Measure H
HUD Code: 21R Rental Assistance
Eligibility Citation: 000.000
National Objective: OTH
Nat. Objective Citation: 570.208(d)
Est. Accomplishments: **Performance Indicator:** Rental Assistance

Activity Summary

This new COVID 19-related project provides for site preparation construction activities at the project site for the City of Redondo Beach's installation of the additional Temporary Emergency Shelter Pallet project.

This project is intended to address the increasing number of people experiencing homelessness due to the pandemic by providing 5 additional shelter units to the existing 15 non-congregate shelter units also known as "tiny homes" in the City of Redondo Beach for a total of 20 units located at 1521 Kingsdale Avenue.

Project No: B40003-22 Version: 0

Los Angeles County Development Authority

Exhibit A

Site preparation works includes but not limited to: utility permits, trenching, demolition, on-site electrical materials, plumbing material connections, asphalt saw cutting, asphalt pavement patch and grave within the existing fenced-in secured location. This project is intended to address the increasing number of people experiencing homelessness due to the pandemic.

County H Measure funds will cover construction and consultancy costs.

Special Conditions

Program Management Mitigation Conditions

The Operating Agency will comply with applicable Federal, State and local regulations due to the multi-funded nature of this project. Federal regulations supersede State and local regulations. In the event of a conflict between Federal, State and local regulations, the most stringent regulation will apply and its compliance monitored.

MONITORING: The Operating Agency is responsible for monitoring the activities of the Subcontractor/Subrecipient for: program implementation, compliance with State and County financial requirements, including requirements and compliance with all other applicable regulations.

PROCUREMENT: The Operating Agency will comply with procurement standards for the purchase of all goods and contracted services as prescribed in County Requirements.

SUBRECIPIENT AGREEMENT/CONSULTANT SERVICES: The Operating Agency shall execute a professional services agreement with each consultant/contractor prior to incurring any costs or distributing any Measure H funds in compliance with county contractual requirements.

City of Redondo Beach will comply with all reporting requirements of Measure H. City of Redondo Beach or its contracted service provider will report required client data in HMIS.

City of Redondo Beach will ensure that Measure H grant has a separate cost center in its general ledger.

Environmental Mitigation Conditions

None.

Contracted Services/Subrecipients

Funding Summary

<u>Cost Category</u>	<u>Amount</u>	<u>Leverage Sources</u>	<u>Amount</u>
Uncategorized	\$250,000.00	General Fund	\$245,000.00
Total	\$250,000.00	Fed ESG-CV	\$679,000.00

Project No: B40003-22 Version: 0

Los Angeles County Development Authority**Exhibit A**

Other

\$216,521.00

Total**\$1,140,521.00****Service Area**RegionPopulation Low/Mod Pop**Grand Total:****0****0 NaN Low/Mod**

Project No: B40003-22

Version: 0

EXHIBIT B
INSURANCE REQUIREMENTS
FOR
PARTICIPATING CITIES

City of Redondo Beach
415 Diamond Street Redondo Beach CA 9027 -

No funds will be advanced, reimbursed, or disbursed until all of the insurance requirements set forth herein have been met. There absolutely will be no reimbursement of costs for the default and cure periods.

Exceptions to the insurance requirements as set forth herein, will be granted only on a case by case basis. Prior to the Operating Agency receiving funds, the LACDA will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the LACDA and/or the County (as determined solely by the LACDA's Risk Management Administrator) may have certain insurance coverages waived by the LACDA's Risk Management Administrator upon the written request of the Operating Agency and approval from the LACDA's Risk Management Administrator.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier: City of Redondo Beach

1.0 Insurance

In order for the Operating Agency to meet its obligations and insure its continuance, the Los Angeles County Development Authority ("LACDA"), and the County of Los Angeles ("County"), herein collectively referred to as the "Public Agencies", require that prior to the execution of this Contract, the Operating Agency must provide evidence that all insurance requirements have been met. Without limiting Operating Agency's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Operating Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Operating Agency pursuant to this Contract. The LACDA in no way warrants that the Required Insurance is sufficient to protect the Operating Agency for liabilities which may arise from or relate to this Contract.

1.1 Insurance Coverage

1.1.1 Commercial General Liability Insurance

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming The LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

1.1.2 Automobile Liability Insurance

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Operating Agency's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

1.1.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Operating Agency will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the LACDA as the Alternate Employer, and the endorsement form shall be modified to provide that LACDA will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Operating Agency's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

1.2 Additional Unique Insurance Coverage

1.2.1 Sexual Misconduct Liability

Coverage is required when services in relation to this contract involve care or supervision of children, seniors and other vulnerable persons and insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

1.2.2 Professional Liability/Errors and Omissions

Insurance covering Operating Agency's liability arising from or related to this Contract, with limits of not less than \$2 million per claim and \$2 million aggregate. Further, the Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

1.2.3 Property Coverage

Operating Agencies given exclusive use of LACDA owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The LACDA and its Agents shall be named as an Additional Insured and Loss Payee on Operating Agency's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

If the Operating Agency will have possession of, rent, lease, or be loaned LACDA owned real or nonexpendable personal property, the Operating Agency shall be required to insure the property for replacement cost under the Special Form Coverage. The LACDA shall be named on a Lenders Loss Payable Endorsement. Evidence of this shall be provided to the LACDA, prior to execution of this contract. Coverage shall be maintained for the duration of this contract.

The "Basic Form" or "Special Form" property insurance as follows:

A. The "Special Form" perils property insurance coverage shall be provided for both Builders Risk (course of construction) and completed operational property. All builders risk insurance shall provide coverage against theft, vandalism, malicious mischief, collapse, false work, temporary buildings on site, theft and vandalism to construction materials, building materials in transit and debris removal including demolition occasioned by enforcement of any applicable building codes. The amount of the property coverage shall at all times meet or exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Mortgaged Property. There shall not be a "co-insurance" clause and the Operating Agency agrees to waive any co-insurance clause **to the full extent described in the insurance policy form**. If a co-insurance waiver is not commercially available at reasonable rates, the LACDA may waive this requirement. Said insurance shall be maintained for the duration of this Contract. The LACDA shall be named as loss payees on such policy.

B. If the "Special Form" is not available from the Operating Agency's underwriters due to market conditions or unreasonable costs, or the LACDA determine the "Basic Form" is preferred, the "Basic Form" may be obtained in lieu of the "Special Form." The "Basic Form" insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss of damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage. The amount of the property coverage shall at all times meet or exceed the actual cash value ("ACV") of all existing structures, improvements and fixtures on the Property. Said insurance shall be maintained for the duration of this Contract. The LACDA shall be named as loss payees on such policy.

1.2.4 Crime Coverage

Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated if the aggregate budgeted amount for the current fiscal year allotted for the operating agency is less than fifty thousand dollars (\$50,000), the operating agency shall not be required to comply with this section c. if the aggregate budgeted amount for the current fiscal year allotted for the operating agency is greater than or equal to fifty thousand dollars (\$50,000), then the operating agency shall be required to comply with the following requirements in this Section C:

The Operating Agency shall procure and maintain, at its sole cost and expense, a fidelity bond covering each employee of the Operating Agency, whether or not they are compensated. The fidelity bond may be either a primary commercial blanket bond or a blanket position bond written by an insurer licensed by the California Insurance Commissioner. The Operating Agency shall provide thirty (30) days' notice to the LACDA prior to cancellation of the fidelity bond. The fidelity bond shall provide a minimum coverage equivalent to 50% of the cumulative Exhibit A project budget approved for the current fiscal year, not to exceed One Million Dollars (\$1,000,000). If the Operating Agency experiences an increase in funding during the fiscal year, the crime coverage requirement will be reassessed and additional coverage may be required in the sole and absolute discretion of the LACDA. The Operating Agency shall maintain the fidelity bond for the duration of this contract. The fidelity bond may contain a provision for a deductible amount from any loss which, except for such deductible provision, would be recoverable from the insurer. A deductible provision shall not be in excess of ten percent (10%) of the required minimum bond coverage. Any deviation from this fidelity bond section shall require specific written approval by the LACDA. The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the requirements contained in this section C.

1.3 THIS SECTION INTENTIONALLY LEFT BLANK

1.4 Certificate of Insurance Coverage:

1.4.1

Certificate(s) of Insurance Coverage ("Certificate") satisfactory to LACDA, and a copy of an Additional Insured endorsement confirming LACDA and its Agents (defined below) has been given Insured status under the Operating Agency's General Liability policy, shall be delivered to LACDA at the address shown below and provided prior to commencing services under this Contract.

1.4.2

Renewal Certificates shall be provided to LACDA not less than ten (10) days prior to Operating Agency's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Operating Agency and/or Sub-Contractor insurance policies at any time.

1.4.3

Certificates shall identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Operating Agency identified as the contracting party in this Contract.

1.4.4

Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

1.4.5

Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Operating Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

1.4.6

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority
Contracting Division/Section
Contracting Division Address
Attention: Name and Title of Division Contact

1.5 Notices of Injury or Damage or Destruction

The Operating Agency also shall promptly report to LACDA any injury or property damage accident or incident, including any injury to an Operating Agency employee occurring on LACDA property, and any loss, disappearance, destruction, misuse, or theft of LACDA property, monies or securities entrusted to the Operating Agency. The Operating Agency also shall promptly notify LACDA of any third party claim or suit filed against the Operating Agency or any of its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Operating Agency and/or LACDA.

1.6 Additional Insured Status and Scope of Coverage

The LACDA and its Agents shall be provided additional insured status under Operating Agency's General Liability policy with respect to liability arising out of Operating Agency's ongoing and completed operations performed on behalf of the LACDA.

LACDA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Operating Agency's acts or omissions, whether such liability is attributable to the Operating Agency or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

1.7 Cancellation of or Change to Maintain Insurance

Operating Agency shall provide LACDA with, or Operating Agency's insurance policies shall contain a provision that LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

1.8 Failure to Maintain Insurance

Operating Agency's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which LACDA immediately may withhold payments due to Operating Agency, and/or suspend or terminate this Contract. LACDA, at its sole discretion, may obtain damages from Operating Agency resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Operating Agency, deduct the premium cost from sums due to Operating Agency or pursue Operating Agency reimbursement.

1.9 Operating Agency's Insurance Shall Be Primary

Operating Agency's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Operating Agency. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Operating Agency coverage.

1.10 Insurance Specifics

1.10.1 Waivers of Subrogation

To the fullest extent permitted by law, the Operating Agency hereby waives its rights and its insurer(s)' rights of recovery against LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The Operating Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

1.10.2 Sub-Contractor Insurance Coverage Requirements

Operating Agency shall include all Sub-Contractors as insureds under Operating Agency's own policies, or shall provide LACDA with each Sub-Contractor's separate

evidence of insurance coverage. Operating Agency shall be responsible for verifying that each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Operating Agency as additional insureds on the Sub-Contractor's General Liability policy. Operating Agency shall obtain LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

1.10.3 Deductibles and Self-Insured Retentions (SIRs)

Operating Agency's policies shall not obligate the LACDA to pay any portion of any Operating Agency deductible or SIR. The LACDA retains the right to require Operating Agency to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing Operating Agency's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

1.10.4 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

1.10.5 Application of Excess Liability Coverage

Operating Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

1.10.6 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

1.10.7 Alternative Risk Financing Programs

The LACDA reserves the right to review, and then approve, Operating Agency use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

1.11 LACDA Review and Approval of Insurance Requirements

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon LACDA's determination of changes in risk exposures.

The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the provisions of this Exhibit B.



Administrative Report

H.6., File # 25-0827

Meeting Date: 6/17/2025

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

TITLE

EXCUSED ABSENCES FROM VARIOUS COMMISSION AND COMMITTEE MEETINGS

EXECUTIVE SUMMARY

<u>Commissioner/Member</u>	<u>Board/Commission/Committee</u>	<u>Meeting Date</u>
Orhan Taner	Cultural Arts	May 28, 2025
Marshall Trone	Youth	June 5, 2025
Masood Yousufzai	Public Amenities	June 11, 2025
Jeffrey Rowe	Public Amenities	June 11, 2025
Rodney Ramcharan	Budget & Finance	June 12, 2025
Tom Bauer	Harbor	July 14, 2025
Leslie Chrzan	Harbor	July 14, 2025
Candace Nafissi	Public Works & Sustainability	July 28, 2025

On May 27, 2025, the City Clerk received notification from Commissioner Taner, requesting an excused absence for the May 28, 2025, Cultural Arts Commission meeting for personal reasons

On June 5, 2025, the City Clerk received notification from Commissioner Trone, requesting an excused absence for the June 5, 2025, Youth Commission meeting for personal reasons.

On June 2, 2025, the City Clerk received notification from Commissioner Yousufzai, requesting an excused absence for the June 11, 2025, Public Amenities Commission meeting for personal reasons.

On June 2, 2025, the City Clerk received notification from Commissioner Rowe, requesting an excused absence for the June 11, 2025, Public Amenities Commission meeting for personal reasons.

On June 6, 2025, the City Clerk received notification from Commissioner Ramcharan, requesting an excused absence for the June 12, 2025, Budget & Finance Commission meeting for personal reasons.

On June 9, 2025, the City Clerk received notification from Commissioner Bauer, requesting an excused absence for the July 14, 2025, Harbor Commission meeting for personal reasons.

On June 11, 2025, the City Clerk received notification from Commissioner Chrzan, requesting an excused absence for the July 14, 2025, Harbor Commission meeting for personal reasons.

On June 3, 2025, the City Clerk received notification from Commissioner Nafissi, requesting an excused absence for the July 28, 2025, Public Works & Sustainability 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 # 25-0511

Meeting Date: 6/17/2025

To: MAYOR AND CITY COUNCIL

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-037, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1 - THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

EXECUTIVE SUMMARY

Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017, provides statewide and local funding to address roadway maintenance, repair, and improvements through the collection of gasoline and diesel excise taxes, diesel sales tax, and vehicle fees. The City's FY 2025-26 allocation of SB 1 funding has been estimated by the State as \$1,901,824, an increase of \$65,705 (3.6%) from FY 2024-25.

According to adopted accountability and transparency provisions, the City is required to annually designate, by City Council resolution, and submit a list of projects to be funded by SB 1 proceeds. The annual submittal deadline is July 1st, and staff recommends Council adopt the attached Resolution in order to meet SB 1 accountability and transparency provisions for the local expenditure of these funds. The Resolution designates FY 2025-26 SB 1 funding to be applied to the Residential Street Rehabilitation Project, Sidewalk Improvements and Repairs Project, and Citywide Striping Projects as reflected in the proposed 2025-2030 Capital Improvement Program (CIP).

BACKGROUND

SB 1 was signed into law on April 28, 2017 and projected an investment of \$52.4 billion to fix roads, freeways, and bridges in communities across California for a 10-year period. These funds are split equally between state and local investments. California's state-maintained transportation infrastructure receives approximately \$26 billion in SB 1 revenue, with the other \$26 billion going to local roads, transit agencies, and an expansion of the state's growing network of pedestrian and cycle routes. Each year, this funding is used to address deferred maintenance needs both on the state highway system and the local road system. Some of the identified maintenance needs include:

1. Repairs to Local Streets and Roads: \$1.5 billion (over 10 years)
2. Maintenance/Rehabilitation of State Highway System: \$1.5 billion (over 10 years)
3. Maintaining/Repairing the State's Bridges & Culverts: \$400 million (over 10 years)

Road Maintenance and Rehabilitation Account (RMRA) funds are generated by collecting gasoline and diesel excise taxes, diesel sales tax, and vehicle fees that took effect in 2017 and 2018.

The City receives Gas Tax funds (Highway Users Tax) on an annual fiscal year basis. RMRA funds from SB 1 increased the amount of gas tax-related funds the City receives, as per the table below:

RMRA (SB 1)	Revenue
FY 2017-18	\$403,764
FY 2018-19	\$1,259,412
FY 2019-20	\$1,185,944
FY 2020-21	\$1,148,351
FY 2021-22	\$1,322,509
FY 2022-23	\$1,521,498
FY 2023-24	\$1,736,399
FY 2024-25	\$1,836,119
Estimates FY 2025-26	\$1,901,824

Prior-year allocations were appropriated for the Manhattan Beach Boulevard Resurfacing Project - Aviation Boulevard to Inglewood Avenue, Torrance Blvd Resurfacing Project, Citywide Striping, the Residential Street Rehabilitation Project, and the Sidewalk Improvements and Repairs Project.

California Transportation Commission (CTC) guidelines require cities to submit a resolution with an updated list of projects to be funded by SB 1 by July 1 of each funding year. As noted above, the Resolution allocates FY 2025-26 SB 1 funding to the Residential Street Rehabilitation Project, Sidewalk Improvements and Repairs Project, and the Citywide Striping Projects as reflected in the proposed CIP.

Construction of the next two cycles of the Residential Street Rehabilitation Project is scheduled for FY 2025-26. The Sidewalk Improvements and Repair Project is an ongoing maintenance CIP that will continue throughout FY 2025-26. Lastly, the Public Works Department engaged striping contractors for the Citywide Striping Project during FY 2022-23, with work continuing through FY 2025-26.

COORDINATION

The Public Works Department coordinated preparation of this report with the Financial Services Department and the City Manager's Office. The City Attorney's Office approved the Resolution as to form.

FISCAL IMPACT

Adoption of the proposed Resolution will have no impact on the City's General Fund Budget. The City expects \$1,901,824 in SB 1 funding for FY 2025-26 based on State estimates. FY 2025-26 RMRA revenue is recommended for appropriation for the following projects:

• Residential Street Rehabilitation Project	\$1,100,000
• Sidewalk Improvements and Repairs	\$500,000
• Citywide Striping	\$200,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2506-037 Adopting a List of Projects for FY 2025-26 SB 1 Funding

RESOLUTION NO. CC-2506-037

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, ADOPTING A LIST OF
PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1:
THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Redondo Beach (City) are aware of the projects proposed for funding in its community and which projects have been completed each fiscal year; and

WHEREAS, the City must identify the capital projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,901,824 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, receiving SB 1 funding will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increase access and mobility options for the traveling public which would not have been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into its community's transportation and capital project priorities as part of the annual Public Hearing for the adoption of the Five-Year Capital Improvement Program; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain, repair and rehabilitate over six miles of streets throughout the City this year and a number of similar projects in the future; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this revenue will help the City increase the overall quality of its road system and over the next decade bring its streets and roads into a "very good" condition; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure will have significant positive co-benefits statewide including reduced vehicle emissions because it will focus on basic maintenance and safety, invest in complete streets infrastructure, and use cutting-edge technology, materials and practices.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The projects listed in Attachment A (Project Details) will be funded in-part or solely with fiscal year 2025-26 Road Maintenance and Rehabilitation Account revenues:

SECTION 3. 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 17th day of June, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy A. Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2506-037 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 17th day of June, 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:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

Project Details

ATTACHMENT A

Title	Description	Location	Component	Priority Status	Est. Schedule		Useful Life		Assem	Senate
					Start	Complete	Min	Max		
Citywide Striping	This project will include: Paving and/or Striping Installation (New Safety), Paving and/or Striping Rehab/Repair (Existing Safety)	Striping will occur in City Council District 4 of the City. All major arterials in the City will be striped and lane lines and legends in Council District 1 will also be restriped.	Construction	Carried Over 24/25	07/2025	06/2026	5	10	66	26
Sidewalk Improvements and Repairs	This project will include: Sidewalk and/or Crosswalk Rehab/Repair (Existing)	The City will concentrate on repairing the sidewalks around the schools citywide to ensure pedestrian safety, Remove and replace sidewalks in District 1 between Knob Hill, Prospect Ave, Catalina Ave, Palos Verdes Blvd; in District 2 between Catalina Ave, Prospect Ave, Torrance Blvd, and Anita; in District 3 between 190th, Lilienthal, 182nd, and Firmona; in District 4 along Grant Ave, between Inglewood and Aviation; in District 5 between Manhattan Beach Blvd, Vail, Robinson, and Inglewood Ave	Construction	Carried Over 24/25	07/2025	06/2026	15	20	66	26
Residential Rehabilitation, Year 2 and 3 of 2020 Cycle	This project will include: ADA Curb Ramp Installation (New), ADA Curb Ramp Rehab/Repair (Existing), Paving and/or Striping Installation (New Safety), Sidewalk and/or Crosswalk Rehab/Repair (Existing)	Blossom Ln (Blocks 5600-5800); Perkins Ln (8100 Block); Huntington Ln (10100-10200 Blocks); and Vanderbilt Ln (Block 10600); Bataan Rd (Aviation to Vail); Dufour Ave (Green to Vail); Farrell Ave (Aviation to Blossom); Graham St (Aviation to Green); Green Ln (Matthews to Nelson); Rindge Ln (Artesia to Gates Ave); Robinson St (Blossom to Rindge); and Warfield Ave (Aviation to Vail)	Construction	In Progress 25/26	05/2025	06/2026	15	25	66	26



Administrative Report

H.8., File # 25-0769

Meeting Date: 6/17/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE FUNDING AGREEMENT #9200000000M550722 BETWEEN THE CITY AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, FOR THE TRAFFIC SIGNAL COMMUNICATION AND NETWORK SYSTEM - PHASE 2 PROJECT

EXECUTIVE SUMMARY

The Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved funding for the preparation of Plans, Specifications, and Estimates (PS&E) for the Traffic Signal Communication and Network System - Phase 2 Project and allocated \$2,630,000 of Regional Measure M Funds to the City of Redondo Beach. Approval of the Funding Agreement will ensure reimbursement of expenditures to design proposed improvements to traffic signal systems along key corridors in the City.

The purpose of the project is to upgrade the City's traffic signal system technology and Intelligent Transportation System (ITS) to enhance infrastructure for integration into an advanced traffic signal network/communications system. Systems of this type are integral to connecting to regional systems and controls to improve traffic operation and flow within the City and across multiple jurisdictions. Prospect Avenue, Catalina Avenue, and Artesia Blvd. are the corridors selected under this phase of traffic signal infrastructure upgrades and modifications. The funding agreement lists a project completion date of June 30, 2027.

BACKGROUND

Measure M is a one-half cent sales tax approved by the Los Angeles County voters in November 2016 to meet the transportation, highway, and transit needs of Los Angeles County. On September 28, 2023, the LACMTA Board programmed \$2,130,000 in Measure M funds to the City for the PS&E phase of the Traffic Signal Communication and Network System - Phase 2 Project. On September 26, 2024, the LACMTA Board programmed an additional \$500,000 towards the Project.

The Traffic Signal Communication and Network System - Phase 2 Project is part of the South Bay Subregion Measure M Multi-Year Subregional Plan - Transportation System & Mobility Improvements Program. The lack of network/communications equipment and automated detection has made it difficult to utilize current technologies that would allow the City to continuously and efficiently monitor traffic conditions and to accommodate future technologies including autonomous vehicles, connected vehicles, and smart city capabilities. To address these issues, this Project aims to implement dynamic signal timing modifications, add monitoring capabilities for existing corridor and intersection

flow and operations, and accommodate future upgrades to traffic signal infrastructure. The corridors selected for improvements in this phase are Prospect Avenue, Catalina Avenue, and Artesia Blvd.

Approval of the Funding Agreement will enable design of the Project with the intent to upgrade traffic signal infrastructure and explore alternative solutions to manage traffic operations along these corridors.

COORDINATION

The Funding Agreement has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The total allocation of Regional Measure M Funds to the City of Redondo Beach for the PS&E phase of the Traffic Signal Communication and Network System - Phase 2 Project is \$2,630,000. The funding does not require a local match. Funds are paid to the City on a cost-reimbursement basis and are appropriated in Capital Project, Job. No. 41490.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Measure M Funding Agreement #9200000000M550722

MEASURE M FUNDING AGREEMENT MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of January 1, 2025 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Redondo Beach ("GRANTEE") for Traffic Signal Communications and Network System Phases 2, LACMTA Project ID# MM5507.22 and FTIP# LA9919399, (the "Project"). This Project is eligible for funding under Line 63 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Project Approval/Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E) of the Project.

WHEREAS, the LACMTA Board, at its September 28, 2023 meeting, programmed \$2,130,000 in Measure M Funds to GRANTEE for PAED and PS&E, subject to the terms and conditions contained in this FA;

WHEREAS, the LACMTA Board, at its September 26, 2024 meeting, programmed an additional \$500,000 in Measure M Funds from \$2,130,000 to \$2,630,000, to GRANTEE for PAED and PS&E, subject to the terms and conditions contained in this FA;

WHEREAS, the Funds are currently programmed as follows: \$1,278,000 in Measure M Funds in Fiscal Years (FY) 2023-24; and \$1,352,000 in FY 2024-25. The total designated for PAED and PS&E of the Traffic Signal Communications and Network System Phases 2 is \$2,630,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guideline
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Attachment G – Los Angeles County Regional ITS Architecture (Connect-IT): Consistency Self Certification Policy Form

12. Attachment G-1 – Signal Synchronization, Intelligent Transportation Systems (ITS) and Transportation Technology Improvements
13. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Stephanie Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel



Digitally signed by: 4dd8a4b6-
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9907-9b6d6de7c696
Date: 2025.05.23 13:42:07 -08'00'

By: _____

Deputy

Date: _____

GRANTEE:

CITY OF REDONDO BEACH

By: _____

James A. Light
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____

Joy A. Ford
City Attorney

Date: _____

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Traffic Signal Communications and Network System Phases 2 – Project Approval/Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E). LACMTA Project ID# MM5507.22, FTIP# LA9919399.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of Measure M Funds.
 - 2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$2,630,000 (the "Funds") for the Project. LACMTA Board of Directors' actions of September 28, 2023 and September 26, 2024 granted the Measure M Funds for the Project. The Funds are programmed over two (2) years for Fiscal Years (FY) 2023-24, and FY 2024-25.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://programmetro.ecointeractive.com/secure2/login.asp>. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested

by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Shrota Sharma
LACMTA Project Manager
Mail Stop: 99-18-02
Phone: (213) 418-3058
Email: SharmaS@metro.net

14. GRANTEE's Address:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA, 900277
Contact Name: Ryan Liu
Phone: 310 318 0661
Email: ryan.liu@redondo.org

PART II **GENERAL TERMS OF THE FA**

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

**Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296**

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MM5507.22 and FA# 9200000000M550722
LACMTA Shrota Sharma; Mail Stop 99-18-02

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with

the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf>. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

- first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
 - (iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
 - (iv) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
 - (v) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so

directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility

for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MSP - South Bay Highway Operational Improvements Program - Funding Agreement Projects - FA#: 9200000000M550722

Project Title: Traffic Signal Communication and Network System Phases 2 Project ID#: MM5507.22

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS				\$ 1,278,000	\$ 1,352,000		\$ 2,630,000	
SUM PROG LACMTA FUNDS	\$ -	\$ -	\$ -	\$ 1,278,000	\$ 1,352,000	\$ -	\$ 2,630,000	100%
OTHER NON LACMTA FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
SUM NON-LACMTA FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ 1,278,000	\$ 1,352,000	\$ -	\$ 2,630,000	100%

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - South Bay Highway Operational Improvements Program - Funding Agreement Projects - FA#: 9200000000M5507.22

Project Title: Traffic Signal Communication and Network System Phases 2

Project ID#: MM5507.22

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E							\$50,000	\$250,000	\$300,000
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total Measure M	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$250,000	\$300,000
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$250,000	\$300,000
PROJECT FUNDING FY2023-24 and FY2024-25	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$250,000	\$300,000
SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E	\$200,000	\$280,000	\$350,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,330,000
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total MEASURE M	\$200,000	\$280,000	\$350,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,330,000
SUM PROG LACMTA FUNDS:	\$200,000	\$280,000	\$350,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,330,000
PROJECT FUNDING FY2025-26 and FY2026-27	\$200,000	\$280,000	\$350,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,330,000
TOTAL LACMTA FUNDS	\$200,000	\$280,000	\$350,000	\$300,000	\$300,000	\$300,000	\$350,000	\$550,000	\$2,630,000
TOTAL NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$200,000	\$280,000	\$350,000	\$300,000	\$300,000	\$300,000	\$350,000	\$550,000	\$2,630,000

**ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT**

PROJECT NAME: Traffic Signal Communications and Network System Phase 2

PROJECT LOCATION/LIMITS/AREA:

The Project is in the City of Redondo Beach within the City boundaries and at the following arterial corridors:

- Artesia Boulevard between Ford Avenue and Hawthorne Boulevard
- Prospect Avenue between Anita/190th Street and Palos Verdes Boulevard
- Catalina Avenue between Pacific Coast Highway and Esplanade Avenue

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The purpose of this project is to upgrade the City's traffic signal system technology and Intelligent Transportation System to enhance traffic signal infrastructure citywide for integration into an advanced traffic signal network/communications system. The approved funding is designated to the plans, specifications, and estimates of the advanced traffic signal network/communications system at the three roadway segments of Artesia Blvd., Prospect Avenue, and Catalina Ave. within the City. The project intent is to upgrade in-field traffic signal equipment to help monitor and modify traffic signal operations to streamline mobility and ultimately, enhance traffic safety throughout the City. The project would also include advanced communications in preparation of autonomous vehicles. Furthermore, while the focus will be on traffic signal improvements, the City will also look at potentially designing traffic circles along the Catalina Avenue corridor as an alternative option.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
PS&E	\$2,630,000		\$2,630,000
TOTAL BUDGET COST			\$2,630,000

ESTIMATED PROJECT COSTS:

FTIP #: LA9919399
Subregion ID: South Bay

Project#: MM5507.22
Funding Agreement#: 9200000000M550722

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PS&E	Plan set	1	\$2,630,000	\$2,630,000
GRAND TOTAL				\$2,630,000

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
SOLICITATION (BID/PROPOSAL)			
Develop Solicitation Package	July 2024	August 2024	2
Solicitation Response/Evaluations	August 2024	September 2024	2
Selection and Board Approval	October 2024	October 2024	1
Award and Fully Executed Contract	October 2024	February 2025	5
PLANNING/ PRELIMINARY DESIGN			
Survey Field Equipment and Conditions	February 2025	May 2025	2
Prepare Report/Concepts	May 2025	November 2025	7
Concept Exploration & Prelim Cost Estimate	November 2025	April 2026	6
Finalize/ Adopt Report	April 2026	April 2026	1
PS&E			
Prepare base files & final layouts of prelim design	May 2026	June 2026	2
Submit 30% design for review	June 2026	August 2026	3
Submit 60% design for review	August 2026	November 2026	4
Submit 90% design for review	November 2026	February 2027	4
Submit 100% design for review	February 2027	April 2027	3
Submit Traffic Control Plans	April 2027	April 2027	1
Provide software and equipment specs	April 2027	May 2027	2
Submit final PS&E	May 2027	June 2027	2
Prepare Construction Documents	June 2027	June 2027	1

PROJECT MAP:







FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-2

QUARTERLY PROGRESS/EXPENDITURE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M570722
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure M MSP Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2018-19 ☐ 2019-20 ☐ 2020-21
 ☐ 2021-22 ☐ 2022-23 ☐ 2023-24

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
 ☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

Measure M Multi-Year Subregional Program Type: _____

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Grantee Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule ☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

6. UPCOMING QUARTERLY TASKS / MILESTONES

List tasks or milestones expected to be accomplished next quarter.

7. PLAN EXPENDITURES

Provide expected expenditures (estimated) for next quarter.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	Invoice Reference Pg(s)	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
TOTAL			\$ -

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf>.

Written exception requests for Check Payments should be completed and emailed to Accounts Payable at ACCOUNTSPAYABLE@METRO.NET.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____
and that to the best of my knowledge and belief the information
stated in this report is true and correct.

Signature

Date

Name

Title

Attachment E - FTIP Project Sheet

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program (\$000)

TIP ID LA9919399		Implementing Agency Redondo Beach, City of									
Project Description: Enhance the city traffic signal infrastructure to integrate it into an advanced traffic signal network communications system with design improvements along three roadway segments within the city: Artesia Blvd, Prospect Ave, and Catalina Ave. Upgrade infield traffic signal equipment to help monitor and modify traffic signal operations to streamline the mobility and improve traffic safety. NO SIGNAL SYNC. PE ONLY.										SCAG RTP Project #: 7120001 Study: N/A Is Model: Model #: PM: Sean Chotikasatien - (310)697-3211 LS: N LS GROUP#: Conformity Category: EXEMPT - 93.127	
System :Local Hwy		Route :		Postmile:		Distance:		Phase: Environmental Document/Pre-Design Phase (PAED)		Completion Date 12/31/2031	
Lane # Extd:		Lane # Prop:		Imprv Desc:		Air Basin: SCAB		Envir Doc: CATEGORICAL EXEMPTIONS -- CEQA - 06/30/2026			
Toll Rate: 0.00		Toll Colc Loc:		Toll Method:		Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana		Sub-Area: Sub-Region:	
Program Code: NCNH2 - SIGNAL(S)-AT INTERSECTIONS (NON SIGNAL SYNCH) Stop Loc:						CTIPS ID:		EA #:		PPNO:	

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
MEASURE M MYSP (Multi Year Subregional Program)	PE		\$150	\$950	\$950	\$580				\$2,630
	RW		\$0	\$0	\$0	\$0				\$0
	CON		\$0	\$0	\$0	\$0				\$0
	SUBTOTAL		\$150	\$950	\$950	\$580				\$2,630
	TOTAL		\$150	\$950	\$950	\$580				\$2,630
TOTAL PE: \$2,630			TOTAL RW: \$0		TOTAL CON: \$0		TOTAL PROGRAMMED: \$2,630			

- **General Comment:** Metro Board approved additional \$500K for the project. Approval Board Report is uploaded on the Documents folder.
- **Modeling Comment:** No significant change made.
- **TCM Comment:** No significant change made.
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised Amendment 25-10 - Submitted	Change reason: RE PROGRAMMED	Total Project Cost	\$2,630
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ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT G
SPECIAL GRANT CONDITIONS
LOS ANGELES COUNTY REGIONAL ITS ARCHITECTURE (CONNECT-IT)
CONSISTENCY SELF-CERTIFICATION POLICY FORM

This Los Angeles County Regional ITS Architecture (CONNECT-IT) consistency self-certification form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Project Title: Traffic Signal Communications and Network System Phase 2
2. Name of Sponsoring Agency: City of Redondo Beach
3. Contact Name: Jesse Reyes
4. Contact Phone: (310) 697-3171
5. Contact Email: jesse.reyes@redondo.org

6. Project Description:

The purpose of this project is to upgrade the City's traffic signal system technology and Intelligent Transportation System to enhance traffic signal infrastructure citywide for integration into an advanced traffic signal network/communications system. The approved funding is designated to the plans, specifications, and estimates of the advanced traffic signal network/communications system at three roadway segments within the City: Artesia Boulevard, Prospect Avenue, and Catalina Avenue.

7. Identify the ITS elements being implemented and the relevant CONNECT-IT Service Package(s), see Exhibit A.

The ITS elements being implemented are Performance Monitoring (DM02), Traffic Signal Control (TM03), and Pedestrian and Cyclist Safety (VS12).

8. Outline of the concept of operations for the project.

The project will implement video camera detection as a component of traffic signal control, remote monitoring of traffic conditions, and corridor improvements to enhance pedestrian and cyclist safety.

9. Identify participating agencies roles and responsibilities.

The City of Redondo Beach will be responsible for overseeing the design and construction of the project.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by Metro and the CONNECT-IT Maintenance Team during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the CONNECT-IT interface standards, if required, and conform to the regional configuration management process.

Signature:

Agency Representative

Date

Exhibit A
Architecture Reference for CONNECT-IT Service Packages

The table below is the architecture reference for the CONNECT-IT service packages. For additional information on the service packages below, to view interconnect diagrams for each service package or to suggest updates to CONNECT-IT, visit www.laconnect-it.com.

Service Package Area	Short Name	Name
Commercial Vehicle Operations	CVO01	Carrier Operations and Fleet Management
	CVO02	Freight Administration
	CVO03	Electronic Clearance
	CVO04	CV Administrative Processes
	CVO05	International Border Electronic Clearance
	CVO06	Freight Signal Priority
	CVO07	Roadside CVO Safety
	CVO08	Smart Roadside and Virtual WIM
	CVO09	Freight-Specific Dynamic Travel Planning
	CVO11	Freight Drayage Optimization
	CVO12	HAZMAT Management
	CVO14	CV Driver Security Authentication
	CVO15	Fleet and Freight Security
Data Management	DM01	ITS Data Warehouse
	DM02	Performance Monitoring
Maintenance and Construction	MC01	Maintenance and Construction Vehicle and Equipment Tracking
	MC02	Maintenance and Construction Vehicle Maintenance
	MC05	Roadway Maintenance and Construction
	MC06	Work Zone Management
	MC07	Work Zone Safety Monitoring
	MC08	Maintenance and Construction Activity Coordination
Parking Management	PM01	Parking Space Management
	PM02	Smart Park and Ride System
	PM03	Parking Electronic Payment
	PM04	Regional Parking Management
	PM05	Loading Zone Management
Public Safety	PS01	Emergency Call-Taking and Dispatch
	PS02	Routing Support for Emergency Responders
	PS03	Emergency Vehicle Preemption
	PS04	Mayday Notification
	PS05	Vehicle Emergency Response
	PS06	Incident Scene Pre-Arrival Staging Guidance for Emergency Responders
	PS07	Incident Scene Safety Monitoring
	PS08	Roadway Service Patrols
	PS10	Wide-Area Alert
	PS11	Early Warning System
	PS12	Disaster Response and Recovery

Service Package Area	Short Name	Name
Public Transportation	PS13	Evacuation and Reentry Management
	PS14	Disaster Traveler Information
	PT01	Transit Vehicle Tracking
	PT02	Transit Fixed-Route Operations
	PT03	Dynamic Transit Operations
	PT04	Transit Fare Collection Management
	PT05	Transit Security
	PT06	Transit Fleet Management
	PT07	Transit Passenger Counting
	PT08	Transit Traveler Information
	PT09	Transit Signal Priority
	PT10	Intermittent Bus Lanes
	PT11	Transit Pedestrian Indication
	PT14	Multi-modal Coordination
	PT16	Route ID for the Visually Impaired
	PT17	Transit Connection Protection
	PT18	Integrated Multi-Modal Electronic Payment
Support	SU01	Connected Vehicle System Monitoring and Management
	SU02	Core Authorization
	SU03	Data Distribution
	SU04	Map Management
	SU05	Location and Time
	SU06	Object Registration and Discovery
	SU07	Privacy Protection
	SU08	Security and Credentials Management
	SU09	Center Maintenance
	SU10	Field Equipment Maintenance
	SU11	Vehicle Maintenance
	SU12	Traveler Device Maintenance
Sustainable Travel	ST01	Emissions Monitoring
	ST02	Eco-Traffic Signal Timing
	ST03	Eco-Traffic Metering
	ST04	Roadside Lighting
	ST05	Electric Charging Stations Management
	ST06	HOV/HOT Lane Management
	ST08	Eco-Approach and Departure at Signalized Intersections
	ST09	Connected Eco-Driving
Traffic Management	TM01	Infrastructure-Based Traffic Surveillance
	TM02	Vehicle-Based Traffic Surveillance
	TM03	Traffic Signal Control
	TM04	Connected Vehicle Traffic Signal System
	TM05	Traffic Metering
	TM06	Traffic Information Dissemination
	TM07	Regional Traffic Management
	TM08	Traffic Incident Management System
	TM09	Integrated Decision Support and Demand Management

Service Package Area	Short Name	Name
	TM10	Electronic Toll Collection
	TM11	Road Use Charging
	TM12	Dynamic Roadway Warning
	TM13	Standard Railroad Grade Crossing
	TM14	Advanced Railroad Grade Crossing
	TM15	Railroad Operations Coordination
	TM16	Reversible Lane Management
	TM17	Speed Warning and Enforcement
	TM19	Roadway Closure Management
	TM20	Variable Speed Limits
	TM21	Speed Harmonization
	TM22	Dynamic Lane Management and Shoulder Use
Traveler Information	TI01	Broadcast Traveler Information
	TI02	Personalized Traveler Information
	TI03	Dynamic Route Guidance
	TI04	Infrastructure-Provided Trip Planning and Route Guidance
	TI05	Travel Services Information and Reservation
	TI06	Dynamic Ridesharing and Shared Use Transportation
	TI07	In-Vehicle Signage
Vehicle Safety	VS01	Autonomous Vehicle Safety Systems
	VS02	V2V Basic Safety
	VS03	V2V Situational Awareness
	VS04	V2V Special Vehicle Alert
	VS05	Curve Speed Warning
	VS08	Queue Warning
	VS09	Reduced Speed Zone Warning / Lane Closure
	VS10	Restricted Lane Warnings
	VS11	Oversize Vehicle Warning
	VS12	Pedestrian and Cyclist Safety
	VS13	Intersection Safety Warning and Collision Avoidance
	VS14	Cooperative Adaptive Cruise Control
	VS15	Infrastructure Enhanced Cooperative Adaptive Cruise Control
	VS16	Automated Vehicle Operations
	VS17	Traffic Code Dissemination
<p>Note: CONNECT-IT service packages may differ from service packages identified in the National ITS Reference Architecture (ARC-IT). For any service packages not represented in CONNECT-IT, refer to ARC-IT by accessing www.arc-it.net. Contact the administrator at sharmas@metro.net for questions regarding CONNECT-IT.</p>		

ATTACHMENT G
SPECIAL GRANT CONDITIONS
SIGNAL SYNCHRONIZATION, INTELLIGENT TRANSPORTATION SYSTEMS (ITS),
AND TRANSPORTATION TECHNOLOGY IMPROVEMENTS

1. Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly. Grantee shall coordinate through the Arterial ITS Committee, the Coalition for Transportation Technology and/or other appropriate and recognized forums to ensure consistency with local, subregional and regional ITS plans. Grantee shall provide the opportunity to LACMTA staff and other affected agencies to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.
2. Grantee shall coordinate with LA County Public Works when applicable and shall not advertise the Project for bid to begin construction before all affected agencies have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver or email a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
3. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Operations and maintenance plans shall be developed for all ITS projects. For multi-jurisdictional projects, multi-agency agreements shall be executed committing to the long-term operations and maintenance of shared project elements.
4. Grantee's Project shall not make major equipment or timing-plan changes on other Metro funded projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval.
5. For all central traffic control system projects, Grantee shall coordinate the system design through LACMTA staff to allow communication with the Regional Integration of ITS (RIITS) to facilitate multi-jurisdictional traffic management and data sharing.
6. Grantee shall ensure Countywide Signal Priority (CSP) capabilities are maintained when Grantee's Project is in an existing and planned CSP corridor.
7. Grantee shall ensure Integrated Corridor Management (ICM) capabilities are maintained when Grantee's Project is in an existing and planned corridor.
8. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

Grantee shall:

- a. provide real-time traffic data from the Project, if available, to the Regional Integration of ITS (RIITS)
 - b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software to support regional transportation planning and operations
 - c. populate ITS Field Inventory Resource Sharing Tool (ITS FIRST) with data upon completion of project
9. Grantee shall ensure that the project uses a generally accepted system engineering approach to maintain the integrity and quality of completed projects.
10. Grantee's project shall adhere to existing Metro guidelines for specific subprograms as applicable.

The obligations set forth in this section shall survive the expiration or termination of this Agreement.



Administrative Report

H.9., File # 25-0010

Meeting Date: 6/17/2025

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

TITLE

APPROVE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE SOLE SOURCE PURCHASE OF 23 TASER MODEL 7 CONDUCTED ENERGY DEVICES, ACCESSORIES, AND EXTENDED WARRANTIES, FOR A FIVE-YEAR TERM BEGINNING AUGUST 1, 2025 THROUGH AUGUST 1, 2030, IN AN AMOUNT NOT TO EXCEED \$114,323.70, UTILIZING SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS

EXECUTIVE SUMMARY

The Police Department seeks approval of an agreement with Axon Enterprise, Inc. (Axon) to purchase and service 23 Taser Model 7 conducted energy devices (CED), accessories, and extended warranties to supplement the current inventory of 70 Taser devices. The Taser is a less-than-lethal device that utilizes an electrical current to temporarily incapacitate a violent person. This sole source purchase will allow for the assignment of a Taser CED to sworn members of the Police Department which are on patrol, and to staff working in the City Jail. Axon is the sole source manufacturer of the Taser 7 devices.

BACKGROUND

The Taser electronic control weapon has proven to be an effective less-than-lethal device when dealing with violent and dangerous individuals. The Police Department currently has 70 Taser 7 devices available for 98 Police Officers and ten CSO II personnel assigned to the Jail.

Taser devices use compressed nitrogen to project two small probes up to twenty-five feet at a speed of over 160 feet per second. When the probes make contact with a person's body or clothing, the Taser transmits an electrical impulse through two insulated wires which affect the person's neuromuscular control and ability to perform coordinated action for a five-second duration. This technology provides a distinct tactical and public safety advantage to resolve critical incidents with a device designed to be a less-than-lethal force option.

The purchase of Axon Taser CED devices is presented as a sole-source purchase due to the equipment setting the industry standard in features, training, support, and a proven record of performance in both the field and legal arenas. Taser CED integration of features, including digital data logging, cartridge tracking, and connectivity to Axon's cloud-based evidence system, Evidence.com, which also supports the existing Police Department body-worn camera system, renders other manufacturers offerings uncompetitive in this space. This exclusivity, coupled with deep integration into existing Department policy, training, and computer systems, makes Axon's

devices the only viable solution for a consistent, accountable use-of-force tool in this category.

During calendar year 2024, Redondo Beach Police Officers responded to more than 350 reports of aggravated or simple assaults. Sixty-six of those incidents involved an officer unholstering or displaying a Taser device to confront violence or threat(s) of violent conduct. Of these incidents, eleven involved the deployment of the device to overcome active resistance and take a person into custody.

Police Officers and Jail staff are required to take an eight-hour training course to be certified in Taser use. The course consists of a presentation, along with hands-on practical application exercises. In addition, the Officers and Jail staff are required to attend an annual recertification which consists of legal updates and additional practical application exercises.

Continued use of the Taser 7 is ideal to maintain consistency in training, interoperability, and serviceability for the Police Department. Axon is the only company that produces and distributes the Taser 7, making them the sole source provider for both the device and its cartridges. Axon Taser devices are the industry standard and, due to the high-risk nature of dangerous and/or violent encounters, are the most appropriate selection available in the marketplace.

The proposed Agreement with Axon will provide for the purchase of 23 additional Taser 7 devices to be added to the Police Department's current inventory. Axon offers a five-year warranty on the devices, and the contract will span the length of the warranty. The total cost for the twenty-three devices is \$114,323.70, which will be divided evenly across the five-year agreement.

COORDINATION

This Agreement was approved as to form, but not content, by the City Attorney's Office, as it was derived from the vendor's contract template.

FISCAL IMPACT

The total cost for the purchase, maintenance, and warranties of the 23 Taser 7 devices, accessories, and extended warranties is \$114,323.70, to be paid over a five-year period at an annual cost of \$22,864.74. Funding is available in the Police Department's annual operating budget through Supplemental Law Enforcement Services Funds (SLESF). No General Fund monies are required for the purchase.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Axon Enterprise, Inc.
- Insurance - Axon Enterprise, Inc.
- Sole Source Letter

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, any renewal shall be at upon mutual consent and shall require written amendment executed by authorized representatives of both parties. If such written amendment is not executed, this Agreement shall terminate at the end of the expiration of the then current term without further obligation by either party.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from Customer's invoice receipt. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are F.O.B. Destination via common carrier. Title and risk of loss pass to Customer only upon actual receipt and acceptance by Customer. Axon shall retain liability for loss or damage during transit. Customer is responsible for any shipping charges in the Quote. Any goods which are not rejected as defective or non-functional within ten (10) days of delivery shall be deemed accepted.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for one year (1) year from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) one (1) year from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Except for (a) Axon's willful misconduct or gross negligence, or (b) any liability that cannot be excluded under applicable law, Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, three times the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid

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and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance in compliance with the requirements set forth by the Customer's Risk Manager as detailed below for the duration of this Agreement and shall provide certificates of insurance to confirm compliance.
 - 12.1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. 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.
 - 12.2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. 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.
 - 12.3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - 12.4. Axon may satisfy the above requirements through the use of primary and excess liability insurance.
13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses arising from (a) personal injury or property damage caused by Axon Devices resulting from Axon's negligent acts, errors or omissions, or willful misconduct; (b) data breaches or cybersecurity incidents caused by Axon's negligence (d) failure of Axon Cloud Services to perform as contractually required, resulting in third-party claims against the Customer; and (c) any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon. Customer must provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim.
15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination**.
 - 16.1. **For Breach**. Either Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as

16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate except as detailed in Section 17 of the Cloud Services Terms of Use Appendix. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter.

Notwithstanding the preceding paragraph, Customer may make disclosures if the information (i) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Customer; (ii) is rightfully in the Customer's possession at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Axon's Confidential Information; (iv) is rightfully obtained by the Customer from a third party without restriction on use or disclosure; (v) required to be disclosed by the Customer pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 6250 ET SEQ.); (vi) disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of Customer's City Council; or (vii) disclosed as part of the Customer's customary contract approval process.

18. **General.**

18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be

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Master Services and Purchasing Agreement for Customer

provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement.** This Agreement, including all attached Appendices, SOW(s), and Quotes constitute the entire agreement between the Parties regarding its subject matter and supersedes all prior agreement, understandings, or representations, whether written or verbal. Any amendments or modifications to this Agreement must be in writing and signed by both Parties to be enforceable.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc., a Delaware corporation

Signed by:

Robert E. Driscoll, Jr

Signature: 55DAEBB131A4424...

Name: Robert E. Driscoll, Jr

Title: Deputy General Counsel

Date: 6/4/2025 | 12:09 PM MST

CUSTOMER:

City of Redondo Beach, a
chartered municipal corporation

Signature: _____

Name: _____

Title: _____

Date: _____

Signed by:

Diane Strickfaden

ABED8CF35EEF48C...

Diane Strickfaden,
Risk Manager



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Customer

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")



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- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully and securely deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system. Upon request, Axon shall provide a reasonable and transparent fee schedule for additional data transfer services, which shall not exceed commercially reasonable rates. Upon Customer's request, Axon shall provide Customer Content in a non-proprietary, industry standard format (e.g. CSV for metadata) to ensure usability.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

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19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Master Services and Purchasing Agreement for Customer

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

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termination.

- 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.



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5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:
 - 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-624437-45807KP

Issued: 05/30/2025

Quote Expiration: 06/30/2025

Contract Start Date: 08/01/2025

Account Number: 108077

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Redondo Beach Police Dept. - CA 401 Diamond Street Redondo Beach, CA 90277-2836 USA	Redondo Beach Police Dept. - CA 401 Diamond Street Redondo Beach CA 90277-2836 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Jeffrey Mendenace Phone: 310-697-3480 Email: jeffrey.mendenace@redondo.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$106,025.40
ESTIMATED TOTAL W/ TAX	\$114,559.50

Discount Summary

Average Savings Per Year	\$2,937.85
TOTAL SAVINGS	\$14,689.26

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	\$21,205.08	\$1,706.80	\$22,911.88
Aug 2026	\$21,205.08	\$1,706.80	\$22,911.88
Aug 2027	\$21,205.08	\$1,706.80	\$22,911.88
Aug 2028	\$21,205.08	\$1,706.80	\$22,911.88
Aug 2029	\$21,205.08	\$1,706.90	\$22,911.98
Total	\$106,025.40	\$8,534.10	\$114,559.50

Quote Unbundled Price:	\$120,708.60
Quote List Price:	\$110,620.80
Quote Subtotal:	\$106,025.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00018	BUNDLE - TASER 7 CERTIFICATION	23	60	\$87.47	\$80.16	\$76.83	\$106,025.40	\$8,534.10	\$114,559.50
Total							\$106,025.40	\$8,534.10	\$114,559.50

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	23	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	27	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	23	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	115	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	115	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	46	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	46	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	23	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	23	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	08/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	46	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	46	1	08/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	46	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	46	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	46	1	08/01/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	46	1	08/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	46	1	08/01/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	46	1	08/01/2028
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	46	1	08/01/2029
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	46	1	08/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	23	08/01/2025	07/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	23	08/01/2025	07/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2025	07/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	23

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	27	08/01/2026	07/31/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	23	08/01/2026	07/31/2030
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	08/01/2026	07/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	401 Diamond Street	Redondo Beach	CA	90277-2836	USA

Payment Details

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00018	BUNDLE - TASER 7 CERTIFICATION	23	\$21,205.08	\$1,706.80	\$22,911.88
Total				\$21,205.08	\$1,706.80	\$22,911.88

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00018	BUNDLE - TASER 7 CERTIFICATION	23	\$21,205.08	\$1,706.80	\$22,911.88
Total				\$21,205.08	\$1,706.80	\$22,911.88

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00018	BUNDLE - TASER 7 CERTIFICATION	23	\$21,205.08	\$1,706.80	\$22,911.88
Total				\$21,205.08	\$1,706.80	\$22,911.88

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00018	BUNDLE - TASER 7 CERTIFICATION	23	\$21,205.08	\$1,706.80	\$22,911.88
Total				\$21,205.08	\$1,706.80	\$22,911.88

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00018	BUNDLE - TASER 7 CERTIFICATION	23	\$21,205.08	\$1,706.90	\$22,911.98
Total				\$21,205.08	\$1,706.90	\$22,911.98

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/06/2024

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 Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER A: Hartford Fire Insurance Co.		19682
	INSURER B: Nutmeg Insurance Co		39608
	INSURER C: National Casualty Company		11991
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570107535646**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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Xcl Prod/Comp Ops			NG00001274 SIR applies per policy terms & conditions	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded Per Occ SIR \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			59UENFN6060	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UN00000235	08/01/2024	08/01/2025	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	59WEAC056D	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570107535646

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 included as Additional Insured(s) in accordance with the policy provisions of the Commercial General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.
POLICY NUMBER See Certificate Number: 570107535646		
CARRIER See Certificate Number: 570107535646	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation Coverage

- Hartford Fire Insurance Company
 - AL, OK, UT, VT
- Nutmeg Insurance Company
 - AZ, IL, MI
- Twin City Fire Insurance Company
 - AR, CT, DE, FL, ID, IN, IA, KS, KY, LA, ME, MA, MN, MS, MT, NE, NH, NM, ND, OH, RI, SC, SD, TN, TX, WA, WV, WI, WY
- Sentinel Insurance Company Ltd.
 - CA, GA, MD, NY, OR, PA, VA,
- Hartford Insurance Company of the Southeast
 - CO
- Property and Casualty Insurance Company of Hartford
 - DC
- Hartford Underwriters Insurance Company
 - HI, NJ, MO
- Hartford Accident and Indemnity Company
- NC, NV



AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570107535646		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570107535646	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance**Products Liability Schedule**Products/Completed Operations Coverage
8/1/2024 - 8/1/2025:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

2/13/2025

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AL, AR, CA, CO, CT, DE, FL, GA, HI, IA IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TN, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch



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SCOTTSDALE, ARIZONA 85255

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- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.



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- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for energy weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to



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SCOTTSDALE, ARIZONA 85255

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- function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 100400
 - TASER 10 inert cartridge, item number 100401
- 5. Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:
 - Tactical battery pack Model 20018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- 6. TASER Weapons Dock used with TASER 10 and TASER 7 battery packs
 - Axon Dock power cord for North America, Model 71019
 - Axon Dock wall mount bracket assembly, Model 70033
- 7. Axon Virtual Reality (VR)
 - Axon VR PSO full installation, Model: 10126
 - Axon VR controller – TASER 10, Model 100748
 - Axon VR controller – TASER 10, Model 100832
 - Axon VR – TAP refresh 1 – controller, Model 101012
 - Axon VR – Headset – HTC Focus 3, Model 20378
 - Axon VR – TAP refresh 1 – Sidearm controller, Model 101009
 - Axon VR – TAP refresh 1 – headset, Model 20373
 - Axon VR – tablet case, Model 101300
 - VR tablet TAB bundle, Model TapTablet
 - Axon VR – tablet, Model 101294
- 8. Data Storage, Certification, and Licensing
 - Axon TASER – Data Science Program, Model 101180
 - Axon TASER – Axon Evidence (Evidence.com) license, Model 20248
 - Axon VR – full Access – TASER add-on user, Model 20370
 - Axon TASER – On-demand certification, Model 101193
 - Axon TASER 10 – replacement access program – duty cartridge, Model 100751
- 9. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
- 10. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205



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- 25-foot Model: 22190
11. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 12. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
 13. Power Modules (Battery Packs) for X26P and X2 energy weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
 14. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
 - TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
 15. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
 16. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
 17. Energy Weapon Holsters:
 - Right-hand TASER 10 holster by Safariland Model: 100611
 - Left-hand TASER 10 holster by Safariland Model: 100613
 - Right-hand TASER 10 VR holster by Safariland Model: 101122
 - Left-hand TASER 10 VR holster by Safariland Model: 101123
 - Right-hand TASER 10 holster by Blade-Tech Model: 100614
 - Left-hand TASER 10 holster by Blade-Tech Model: 100615
 - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
 - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
 - Ambidextrous TASER 10 holster by So-Tech Model: 100621
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160



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- Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
- Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
- Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
- Right-hand X2 holster by BLACKHAWK Model: 22501
- Left-hand X2 holster by BLACKHAWK Model: 22504
- Right-hand X26P holster by BLACKHAWK Model: 11501
- Left-hand X26P holster by BLACKHAWK Model: 11504

18. Enhanced HALT Suit Model: 100623
19. TASER Simulation Suit II Model: 44550
20. HALT Suit Model: 20050
21. TASER 7 conductive target Model: 80087
22. TASER 7 Target Frame Model: 80090

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

TASER Product Packages

1. **Officer Safety Plan:** Includes an X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon body-worn camera (BWC) with the TASER Assurance Plan (TAP), Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, and third-party storage (100 GB).
3. **Officer Safety Plan 7 Plus (Officer Safety Plan 7+):** Includes a TASER 7 energy weapon, Axon body-worn camera, Axon Evidence Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, third-party storage (100 GB), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records, and Axon VR training.
4. **Officer Safety Plan 7 Premium:** Includes a TASER 7 energy weapon, Axon body-worn camera with TAP, Axon Evidence (Evidence.com) unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm, auto-tagging with implementation, channel services, Axon Records, Axon Auto-Transcribe, Axon VR Training, and unlimited Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.



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5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P energy weapons.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Axon Evidence for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with TAP,¹ Axon Evidence, unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 10 certification bundle, Axon Signal Sidearm,² Axon Standards,³ Axon Respond, Axon Respond+, and third-party storage (100 GB).
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with TAP,¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 10 certification bundle, Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB),⁴ license subscription only. Does not include

¹ Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

² Additional configuration may be needed to ensure Axon Signal compatibility, and not all holster arrangements may be compatible. Reach out to your Axon representative to learn more.

³ cense subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.

⁴ License subscription only. Does not include implementation costs. Available for agencies with 50+ sworn officers.



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implementation costs. Available for agencies with 15+ sworn officers. Third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records, and Axon VR Training.⁴

15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with TAP,¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (unlimited), Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records, Axon VR training, Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.⁵
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core 7:** Pays for TASER 7 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence License, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1), and Axon Respond.
20. **Axon Core 10:** Pays for TASER 10 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence license, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1), and Axon Respond.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS CALIFORNIA	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

⁵ For more details on Fusus tiers, reach out to your account manager.



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SCOTTSDALE, ARIZONA 85255

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Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner'.

Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

The Delta Axon Logo, Axon, Axon Body, Axon Citizen, Axon Evidence, Axon Records, Axon Respond, Axon Signal, X2, X26P, TASER, TASER 7, and TASER 10 are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2024 Axon Enterprise, Inc.



Administrative Report

H.10., File # 25-0849

Meeting Date: 6/17/2025

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

TITLE

APPROVE AN AGREEMENT WITH ERIC ARROYO TO CONDUCT POLICE SWORN AND CIVILIAN APPLICANT BACKGROUND INVESTIGATIONS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$33,000 AND THE TERM JUNE 21, 2025 TO JUNE 20, 2026, WITH AN AUTOMATIC ONE-YEAR EXTENSION THROUGH JUNE 20, 2027, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$66,000

EXECUTIVE SUMMARY

The current Agreement with Eric Arroyo, for as-needed consulting background services for the Police Department, is set to expire on June 20, 2025. The proposed Agreement reflects the increase in costs from \$1,500 to \$1,650 per full background check completed, with a one-year term from June 21, 2025 to June 20, 2026. The annual not to exceed amount of the contract is \$33,000, with an automatic renewal, for an additional year, through June 20, 2027, which would bring the total not to exceed amount of the Agreement to \$66,000.

BACKGROUND

The Police Department conducts background investigations as a critical component of its recruitment and hiring process. The Police Department primarily utilizes the approximately ten police officers who are trained in completing background investigations and utilizes Eric Arroyo's services as a secondary option, as-needed. These investigations ensure that prospective employees meet the City's standards of integrity, reliability, and suitability for public service. This process is particularly important for positions of trust, public safety, finance, and administrative roles with access to sensitive information.

On June 21, 2022, the City entered into an agreement with Eric Arroyo Consulting Services to provide professional background investigation services, on an as-needed basis, to conduct police sworn and civilian applicant background investigations. The original Agreement was approved for an annual not to exceed amount of \$15,000, which was increased via amendment on January 16, 2023 to \$30,000. The current cost of a full background investigation utilizing Eric Arroyo is \$1,500 per background though June 20, 2025. The proposed Agreement includes a cost increase to \$1,650 per full background, check which, if approved, would take effect on June 21, 2025.

One of the factors in recruiting success is having background investigators available to process applicants in a timely manner. Using Eric Arroyo's services has allowed the Police Department to maintain hiring timelines, while ensuring that all candidates are properly vetted, and has proven effective in enhancing the quality and efficiency of the Police Department's recruitment practices. In

2023, the Police Department completed approximately 165 background investigations, including twelve with Arroyo. In 2024, the Department completed approximately 112 background investigations, including ten with Eric Arroyo. In 2025, the Department has completed approximately 49 background investigations to date, including six with Eric Arroyo.

Eric Arroyo, is a retired law enforcement professional with extensive experience in personnel investigations. He was selected based on his proven track record, specialized expertise in municipal background checks, and understanding of compliance requirements under California and federal employment laws. His services have included comprehensive reviews of criminal history, employment verification, reference checks, education confirmation, and, where applicable, credit history assessments. All investigations are conducted in accordance with the Fair Credit Reporting Act (FCRA), the California Investigative Consumer Reporting Agencies Act (ICRAA), and applicable City policies.

COORDINATION

The Police Department coordinated the preparation of this report. The City Attorney's Office prepared the proposed Agreement.

FISCAL IMPACT

Funding for the Agreement is available in the Police Department's annual operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agreement - Eric Arroyo
- Agmt - First Amendment to the Agreement with Eric Arroyo
- Insurance - First Amendment to the Agreement with Eric Arroyo, June 21, 2022

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ERIC ARROYO**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Eric Arroyo, an individual ("Consultant").

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.

* * * * *

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. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

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

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

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

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

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

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of June, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ERIC ARROYO,
an individual

James A. Light, Mayor

DocuSigned by:
Eric Arroyo
403CC4F6A7DA403...
By: Eric Arroyo
Name: _____
Title: owner

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide background investigation services for both sworn and non-sworn police applicants on an as-needed basis at the request of the City Police Department.

- I. **Sworn Police Applicants (Full Background Investigation).** Consultant shall conduct comprehensive background investigations for sworn police officer applicants, including but not limited to:
 - A. Prepare and send written local area inquiries to verify information from the following types of locations associated with the applicant.
 1. Former and current residences
 2. Former and current educational institutions
 3. Former and current military locations (if applicable)
 4. Locations of close family and friends
 5. Any other applicable locations identified in the applicant's paperwork
 - B. Send inquiries to all former and current law enforcement agencies to which applicant has applied. Request military service records (if applicable).
 - C. Manually search all Southern California Court indexes
 - D. Conduct a Megan's Law database check for registered sex offender status.
 - E. Employer Notifications. Send notification letters to current and former employers as necessary (e.g., to Target's legal department)
 - F. Type out and assemble the full report "skeleton", including all non-investigatory, template-based sections (e.g., personal data, agency identifiers, form fields), prior to plugging in any information.
 - G. Employment and Application History Review. Review the applicant's complete employment history and law enforcement application history.
 - H. Correspond with applicant's Personal History Statement ("PHS") listed references, including but not limited to, family members, supervisors, coworkers, neighbors, and landlords.
 - I. Conduct an in person home visit with the applicant. Interview the spouse or other family members during the house visit.

- J. Obtain documentation of all the information supporting all findings made during the investigation. This documentation includes, but is not limited to:
1. Personal identifiers and information
 2. Short autobiography of applicant
 3. Descriptive phrase responses directly from all relatives and references
 4. Education including high school, secondary schools, and any POST education
 5. Description of residence and documentation of neighbor/landlord contact
 6. Documentation of all employer contacts including all due diligence descriptions for ALL jobs during life of applicant
 7. Documentation of all applications with other agencies including outcome and detailed reviews of any background investigations examined in person
 8. Documentation of any and all military service including selective service registration, DD214 review, and military file request and/or review
 9. Review of credit report and documentation of any and all issues
 10. Documentation of fingerprint requests, detailed accounts of any arrests including police reports, detailed accounts of any civil actions including court documents
 11. Documentation, including results from record checks from local agencies
 12. Documentation of court indexes, Internet presence, and other issues found
 13. Documentation of all DMV information, including detailed accounts of citations and/or accidents, and documentation of current insurance
 14. Documentation of all other issues pertinent to the City's decision making that do not otherwise fall within the categories above.
 15. An investigation summary and conclusion identifying any violations of POST Dimensions found during the investigation, along with an explanation of such findings. This investigation summary and conclusion shall be presented to the City for review.
- K. Submit the complete application background investigation to the City within 30 to 45 days from the date a complete package from the City Police department.

- II. **Services for Non-Sworn Police Applicants (Mini Background Investigation).**
Consultant shall conduct mini background investigations for non-sworn positions (e.g., police aides, dispatchers), including the following scope.

A. Consultant shall review:

1. Applicant's supplied paperwork
2. TLOxp generated report
3. Livescan results
4. Polygraph results

B. The mini background report shall include the following areas:

1. Introduction
2. Personal Information. Name, address, phone, and social security verifications.
3. Places Associated with the Applicant. Court indexing check, local area checks, foreclosure checks, and eviction checks.
4. Criminal History. Summarize Livescan and TLOxp criminal history data and include applicant's written or oral explanations.
5. Motor Vehicle Operation. Summarize explanations from the applicant.
6. Job Specific Training and Certifications. Verify licenses, training, and certifications. Include verifications, printouts, and social media reviews.
7. Three Most Recent Employers. Include contact with the most recent supervisor
8. Judgment, Liens, Bankruptcy. Verify any judgments, liens, or bankruptcies. Include verifications and include applicant's explanations.
9. Significant Paperwork Disclosures. Include a list of issues found in the applicant's paperwork along with applicant's explanations, Polygraph examination results, (at City's expense), and a written Summary of the entire background investigation.

III. **Suspension of Background**

The City may, at its sole discretion, direct the Consultant to suspend a background investigation at any time. Upon receiving such direction, Consultant shall promptly suspend the background investigation and document the reason for the suspension.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on June 21, 2025 and shall continue through June 20, 2026, unless otherwise terminated herein. The Agreement shall automatically renew for an additional one-year period through June 20, 2027, unless the City provides written notice of non-renewal at least thirty (30) days prior to expiration.

EXHIBIT "C"
COMPENSATION

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

I. AMOUNT

- A. Consultant shall be compensated pursuant to the schedule set forth below, which includes all associated expenses.

Description	Amount
Full Background	\$1650 – total
Mini Background	\$1200 – total
Suspension of Background Search (less than 12 hours worked due to reasons described in Section III of Exhibit "A".	\$100 per hour

- B. However, in no event shall Consultant's total compensation, including expenses exceed \$33,000 annually. If the Agreement is extended through June 20, 2027, the combined total compensation for both the initial term and the renewal term shall not exceed \$66,000.

- II. **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 dates of service, description of the services provided, fee, applicable hourly rate, and number of hours worked. 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. If no work is performed in a given month, no invoice is required.
- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) 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, email, or personally served, and addressed to the following parties.

Consultant: Eric Arroyo
19510 Van Buren Blvd F3-192
Riverside CA 92508
Email: Eric@ArroyoInvestigations.com

City: City of Redondo Beach
Police Department
401 Diamond Street
Redondo Beach, CA 90277
Attention: Joe Hoffman, Police Chief
Email: joe.hoffman@redondo.org

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

EXHIBIT “D”

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

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

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

Employer’s Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/19/2025
PRODUCER Costanza Ins. Agency, Inc 3010 LBJ Freeway Suite 925 Dallas TX 75234- (972)991-6084	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Arroyo Background Investigations Eric Arroyo 19510 Van Buren Blvd #F3-192 Riverside CA 92508-	INSURERS AFFORDING COVERAGE INSURER A: Summit Specialty - GL INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ERRORS AND OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SCGL005000024403	03/19/2025	03/19/2026		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SCGL005000024403	03/19/2023	03/19/2026		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Redondo Beach Police Department 401 Diamond St, Redondo Beach CA 90277-	CANCELLATION <div style="text-align: right;">AI 016596</div> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Pete Costanza</i>
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**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ERIC ARROYO**

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 Eric Arroyo, an individual ("Consultant" or "Contractor").

WHEREAS, on June 21, 2022, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.


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

1. Compensation. Exhibit "C" of the Agreement is hereby amended to increase the Consultant's not to exceed amount from \$15,000 to \$30,000.
2. No Other Amendments. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.


[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 16th day of January, 2024.

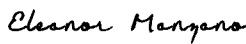
CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

F6413C7231DF4E1...
William C. Brand, Mayor

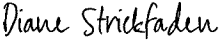
ERIC ARROYO
an individual

DocuSigned by:

403CC4E6A7DA403
By: Eric Arroyo
Name: ERIC ARROYO
Title: Owner

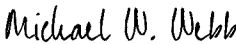
ATTEST:

DocuSigned by:

72F2AC716C214CF...
Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

669049EDE03D402...
Michael W. Webb, City Attorney

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/20/2023
PRODUCER Costanza Ins. Agency, Inc 3010 LBJ Freeway Suite 925 Dallas TX 75234- (972)991-6084	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Arroyo Background Investigations 7891 Mission Grove Pkwy S, suite C Riverside CA 92508-	INSURERS AFFORDING COVERAGE INSURER A: Summit Specialty - GL INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 16889

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ERRORS AND OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SCGL005000024401	03/19/2023	03/19/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SCGL005000024401	03/19/2023	03/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	\$
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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CERTIFICATE HOLDER Redondo Beach Police Department 401 Diamond St, Redondo Beach CA 90277-	CANCELLATION AI 016596 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Pete Costanza</i>
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**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ERIC ARROYO.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Eric Arroyo, an Individual ("Consultant" or "Contractor").

The parties hereby agree as follows:

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

* * * * *

GENERAL PROVISIONS

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

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

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

questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

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

of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

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

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of June, 2022.

CITY OF REDONDO BEACH

ERIC ARROYO

DocuSigned by:

William C. Brand

E6413C7231DF4E1...

William C. Brand, Mayor

By:

Name: *Eric Arroyo*

Title:

OWNER

ATTEST:

DocuSigned by:

Eleanor Manzano

72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

Diane Strickfaden

ABED8CF35EEF48C...

Risk Manager , Diane Strickfaden

APPROVED AS TO FORM:

DocuSigned by:

Michael W. Webb

669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES:

Consultant shall perform the following services for sworn police applicants.

1. Applicant background investigation conducting the following checks:
 - a. Send out Local Area Record Checks to the following applicant applicable areas:
 - o Former and current residences
 - o Former and current educational areas
 - o Former and current military locations
 - o Family and Friends locations
 - o All other applicable locations found in the applicant's paperwork
 - Send out all former and current application for other agency inquiries
 - Send out military (if applicable) file requests
 - Check all Southern California Court Indexes manually
 - Check Megan's Law
 - Send out employer notices when applicable (i.e. to Target's legal department)
 - b. Type out the "skeleton" of the report (all non-investigatory, plug in information)
2. Applicant's complete work history and law enforcement application history review.
3. Correspondence with PHS listed references, family members, supervisors, co-workers, neighbors, landlords, etc.
4. Home visits are conducted in person. During this visit, the spouse or family members of the applicant are interviewed in person.
5. Obtain documentation of all information found and include this information in the final report. This information includes, but is not limited to:

- Personal identifiers and information
 - Short autobiography of applicant
 - Descriptive phrase responses directly from all relatives and references
 - Education including high school, secondary schools, and any POST education
 - Description of residence and documentation of neighbor / landlord contact
 - Documentation of all employer contacts including all due diligence descriptions for ALL jobs during life of applicant
 - Documentation of all applications with other agencies including outcome and detailed reviews of any background investigations examined in person
 - Documentation of any and all military service including selective service registration, DD214 review, and military file request and/or review
 - Review of credit report and documentation of any and all issues
 - Documentation of fingerprint requests, detailed accounts of any arrests including police reports, detailed accounts of any civil actions including court documents
 - Documentation including results from record checks from local agencies
 - Documentation of court indexes, Internet presence, and other issues found
 - Documentation of all DMV information including detailed accounts of citations and/or accidents, and documentation of current insurance
 - Documentation of all other issues pertinent to your decision making for issues that do not fit into the sections above
 - An investigation conclusion that details any POST Dimensions found to be violated during the investigation – presented to you for review
6. Application background investigation completed within 30 to 45 days after receipt of complete package from police agency.

Consultant shall perform the following services for Non-sworn police applicants.

“Mini Background” - Using the applicant’s supplied paperwork, a TLOxp generated report, the Livescan results, and the polygraph information, a report using the following areas will be provided:

- Introduction
- Personal Information
 - o Name, address, phone, social security verifications
- Places Associated with the Applicant
 - o Court indexing check, local area checks, foreclosure checks, and eviction checks
- Criminal History
 - o From Livescan and TLOxp listing with explanations from the applicant
 - Motor Vehicle Operation
 - o With explanations from the applicant
- Job Specific Training and Certifications
 - o Includes verifications and printouts
 - Social Media Reviews
- Three Most Recent Employers

- o Includes contact with the most recent supervisor
 - Judgment, Liens, Bankruptcy
 - o Verification and explanations
- Significant Paperwork Disclosures
- o A list of issues found in the applicant's paperwork along with explanations from the applicant
 - Polygraph Examination (at City's expense)
 - Written Summary of the entire background investigation.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. This Agreement shall commence on June 21, 2022 and shall continue until June 20, 2023. The Agreement will automatically renew for year two (June 21, 2023 thru June 20, 2024) and year three (June 21, 2024 thru June 20, 2025), unless otherwise terminated by either party.

EXHIBIT "C"
COMPENSATION

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

1. **AMOUNT.** Total cost each year is not to exceed \$15,000.

a.	Full Background	\$1500 - total
b.	Mini Background	\$800 – total
c.	Suspension of BG less than 12 hrs	\$85.00 per hour
2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice.
4. **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
Eric Arroyo
Eric@ArroyoInvestigations.com
(951) 800-8558
19510 Van Buren Blvd F3-192,
Riverside Ca 92508

City
Chief of Police or designee
310-379-2477
401 Diamond Street
Redondo Beach, CA 90277

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/15/2022
PRODUCER Costanza Ins. Agency, Inc 3010 LBJ Freeway Suite 925 Dallas TX 75234- (972)991-6084	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Arroyo Background Investigations Eric Arroyo 7891 Mission Grove Pky #C Riverside CA 92508-	INSURERS AFFORDING COVERAGE INSURER A: Summit Specialty - GL INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	L	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ERRORS AND OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SCGL005000024400	03/19/2022	03/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Redondo Beach Police Department 401 Diamond St, Redondo Beach CA 90277-	CANCELLATION AI 016596 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Pete Costanza</i>
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ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/19/2025
PRODUCER Costanza Ins. Agency, Inc 3010 LBJ Freeway Suite 925 Dallas TX 75234- (972)991-6084	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Arroyo Background Investigations Eric Arroyo 19510 Van Buren Blvd #F3-192 Riverside CA 92508-	INSURERS AFFORDING COVERAGE INSURER A: Summit Specialty - GL INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR ERRORS AND OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SCGL005000024403	03/19/2025	03/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SCGL005000024403	03/19/2023	03/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Redondo Beach Police Department 401 Diamond St, Redondo Beach CA 90277-	CANCELLATION AI 016596 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Pete Costanza</i>
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Administrative Report

H.11., File # 25-0782

Meeting Date: 6/17/2025

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

TITLE

APPROVE THE CONSENT TO THE SIXTH AMENDMENT OF THE SUBLEASE BETWEEN RDR PROPERTIES, LLC AND JOOMI OH FOR THE PREMISES AT 100 C FISHERMAN'S WHARF

EXECUTIVE SUMMARY

The City has an existing lease with RDR Properties, LLC (RDR or Lessee) for the premises located at 100 (A-L) Fisherman's Wharf on the Redondo Beach Pier. Under the terms of the lease, RDR retains the rights to negotiate direct subleases to occupy the various tenant spaces and the City retains the right to consent to all subleases. RDR has requested that the City consent to an amendment to the sublease with Joomi Oh (Sublessee), dba Mermaid's Dowery, located at 100 C Fisherman's Wharf (Sublease Premises). Mermaid's Dowery has been in operation at the site since 1993 as a retail shop selling a variety of items such as beachwear, candy, toys, and beach-themed souvenirs. Approval of the consent would extend the lease term to April 30, 2030 and allow for execution of the proposed sublease amendment.

BACKGROUND

On September 15, 1987, the City of Redondo Beach entered into a master lease with RDR for the premises located at 100 (A-L) Fisherman's Wharf on the Redondo Beach Pier. On April 8, 1993, RDR and the Sublessee's predecessors, Soon Oh and Dae Bak Oh, entered into a sublease for the premises located at 100 C Fisherman's Wharf. On July 1, 2008, the City of Redondo Beach and RDR negotiated a new lease term of 55 years in exchange for a \$1 million investment into the leasehold property. 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 March 14, 2017, the City Council consented to a fourth amendment to the sublease with Mermaid's Dowery, which extended the lease term to April 30, 2020 and assigned all of the rights, title, and interest in the lease from Soon Oh and Dae Bak Oh to the current sublessee, Joomi Oh. On October 20, 2020, the City Council consented to a fifth amendment which extended the lease to April 30, 2025.

RDR is requesting a sixth amendment to amend the lease between RDR and Mermaid's Dowery at 100 C Fisherman's Wharf. If approved, the sixth amendment to the lease would extend the lease term through April 30, 2030.

COORDINATION

The consent to amendment document was reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Approval of the recommended consent would result in a monthly rent payment of \$12,447.39 to RDR, with 5% of the site's gross sales accruing to the City and specifically the Tidelands Fund. The City expects to receive approximately \$13,300 per year in revenue from the premises.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - City Consent to the Sixth Amendment of Sublease - Joomi Oh, dba Mermaid's Dowery
- Agmt - Sixth Amendment between RDR (Master Leaseholder) and Joomi Oh (Sublessee)

**CONSENT TO
SIXTH AMENDMENT OF
SUBLEASE FOR 100 "C" FISHERMAN'S WHARF
MERMAID'S DOWERY**

THIS CONSENT TO AMENDMENT OF SUBLEASE (this "Consent") is made by the CITY OF REDONDO BEACH, a chartered municipal corporation ("Lessor"), RDR PROPERTIES, LLC, a California limited liability company ("Lessee") and JOOMI OH ("Sublessee").

WHEREAS, Lessor and Lessee's predecessor, RDR Living Trust Of 1996, Robert Dale Resnick, Trustee, have heretofore entered into a Lease Agreement dated as of July 1, 2008, for the premises located at 100 Fisherman's Wharf, Redondo Beach CA, as amended by a First Amendment to Lease dated as of November 20, 2012 and a Second Amendment to Master Lease dated as of April 6, 2021, and as assigned to and assumed by Lessee by an Assignment and Assumption of Lease Agreement, dated March 21, 2015 (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 100 "C" Fisherman's Wharf ("Sublease Premises") between Lessee and Sublessee's predecessor in interest, Soon Oh and Dae Bok Oh, in the form of the "Redondo Landing – On The Pier Standard Lease (NNN)" dated as of April 8, 1993 (the "Sublease").

WHEREAS, Lessee has requested Lessor's consent to an amendment of the Sublease as more fully set out in the attached Sixth Amendment To Sublease ("Amendment") dated March 5, 2025, and executed by Lessee, and Sublessee. The Amendment extends the term of the Sublease for five (5) years, which requires 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 Sanitation District and City of Redondo Beach Resolutions 6213 and 7818 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, 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 17th day of June, 2025.

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:

RDR PROPERTIES, LLC,
a California limited liability company



By: Robert Dale Resnick,
as its Manager

SUBLESSEE:

By: JOOMI OH,
An Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

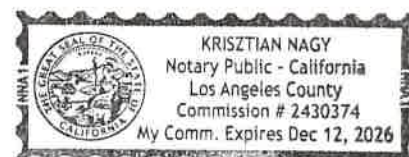
State of California)
County of Los Angeles)

On May 21st, 2025, before me, Krisztian Nagy, a Notary Public, personally appeared Robert Dale Resnick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



IN WITNESS WHEREOF, this Consent is dated this 17th day of June, 2025.

THE CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

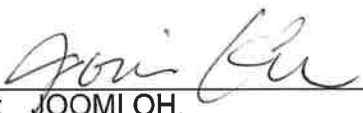
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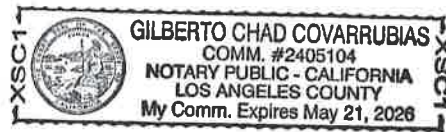
State of California)
County of Los Angeles)

On May 24th, 2025, before me, Gilberto Chad Covarrubias, a Notary Public, personally appeared Joomi Oh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Redondo Landing - On The Pier

SIXTH AMENDMENT TO LEASE

100"C" FISHERMAN'S WHARF

MERMAID'S DOWERY

PARTIES: RDR Properties, LLC ("Lessor") and Joomi Oh ("Lessee")

PREMISES: 100 Fisherman's Wharf, Units "C", Redondo Beach, CA 90277 ("Premises")

EFFECTIVE

DATE: March 5, 2025 ("Effective Date")

RE: **EXTENSION OF TERM**

1. **Recitals:** Robert D. Resnick, as lessor, and Soon Oh and Dae Bok Oh, as lessees, entered into a lease for the Premises dated April 8, 1993. Robert D. Resnick subsequently assigned all of his rights, title, and interest in and to the Lease to the RDR Living Trust of 1996, which subsequently assigned all of its rights, title, and interest in and to the Lease to Lessor. Soon Oh and Dae Bok Oh have assigned all of their rights, title, and interest in and to the lease to Joomi Oh. The lease was first amended on November 1, 1996, second amended on May 1, 2007, third amended on May 1, 2012, fourth amended on December 15, 2016, and fifth amended on May 1, 2020 (as amended, the "**Lease**"). All defined terms used in this Sixth Amendment to Lease ("**Sixth Amendment**"), unless otherwise expressly defined in this fth Amendment, shall have the same meanings as when used in the Lease if defined therein.

2. **Amendment to Lease:** Lessee and Lessor hereby agree that notwithstanding anything in the Lease to the contrary, the provisions set forth in this Sixth Amendment will be deemed to be part of the Lease as of the Effective Date.

3. **Term:** The Termination Date of the Lease is hereby extended to April 30, 2030. Lessee has no further option to extend the Term of this Lease.

4. **Minimum Monthly Rent:** The Minimum Monthly Rent payable by Lessee under Paragraph 1.7 of the Lease immediately prior to the Effective Date is \$12,447.39 and shall be increased as follows:

Redondo Landing - On The Pier

100"C" 6th Amendment to Lease: 3-7-25

1 of 2

Initial
Lessee's Initials: JO
Initial
Lessor's Initials: RR

<u>Adjustment Date</u>	<u>Increase</u>	<u>Total Monthly Rent</u>
May 1, 2025	NO INCREASE	\$12,447.39
May 1, 2026	\$497.90	\$12,945.29
May 1, 2027	\$517.81	\$13,463.10
May 1, 2028	\$538.52	\$14,136.25
May 1, 2029	\$565.45	\$14,843.06

5. **Security Deposit:** The parties stipulate and agree that the Security Deposit of record on file with Lessor under the Lease, prior to the Effective Date, is \$24,894.78. Upon the Effective Date, Lessee's Security Deposit shall be adjusted as follows:

<u>Adjustment Date</u>	<u>Adjustment</u>	<u>Total Security Deposit</u>
May 1, 2025	NO ADJUSTMENT	\$24,894.78
May 1, 2026	\$ 995.79	\$25,890.57
May 1, 2027	\$1,035.62	\$26,926.19
May 1, 2028	\$1,346.31	\$28,272.50
May 1, 2029	\$1,413.63	\$29,686.13

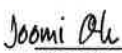
6. **Confidentiality:** Lessee agrees to maintain the contents of this Lease, including this Sixth Amendment and future amendments in strict confidentiality and not to disclose any of the terms and conditions to any third party associated, directly or indirectly, with the Redondo Landing, including but not limited to other tenants or prospective tenants, unless otherwise so requested by Lessor in writing. In the event Lessee violates this confidentiality agreement, Lessor shall have the right to terminate this Lease at any time thereafter upon five (5) days written notice to Lessee. The confidentiality agreement contained in this Paragraph 6 applies to Lessor and Lessee only, and not to the City of Redondo Beach, which shall have no liability for breach hereof.

7. **City Approval:** This Sixth Amendment is subject to, and shall have no force or effect without, the approval of the City of Redondo Beach.

8. **No Other Changes To Lease:** All terms and conditions of the Lease, except as expressly modified and amended in this Sixth Amendment, shall remain in full force and effect.

"LESSEE"

"LESSOR"

Signed by:

 Joomi Oh
 BY: JOOMI OH



Signed by:

 RDR Properties, LLC
 BY: ROBERT D. RESNICK, MANAGER

Redondo Landing – On The Pier

100"C" 6th Amendment to Lease: 3-7-25

2 of 2

Initial
 Lessee's Initials: 
 Lessor's Initials: 



Administrative Report

H.12., File # 25-0715

Meeting Date: 6/17/2025

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-039, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA LEASING CERTAIN PROPERTY TO OPEN LINES SPEECH AND COMMUNICATION, P.C.

APPROVE A LEASE WITH OPEN LINES SPEECH AND COMMUNICATION, P.C. FOR THE PREMISES AT 105 W. TORRANCE BLVD., SUITE 200, FOR THE TERM JUNE 17, 2025 THROUGH JUNE 16, 2030

EXECUTIVE SUMMARY

In March 2012, the City purchased the Pier Plaza leasehold and began the process of direct leasing to various tenants. Pier Plaza is comprised of several buildings totaling approximately 75,000 square feet of office and retail uses. The space at 105 W. Torrance Blvd., Suite 200 (Premises) is approximately 2,494 square feet in size and is currently vacant.

The City has negotiated a new lease with Open Lines Speech and Communication, P.C. (Open Lines), a speech pathology practice that offers speech-language pathology and communication training to adults and children. The proposed lease would allow for a five-year term for the space and includes an option to terminate with 12-months prior written notice. Monthly rent for the lease, which would accrue to the City's Harbor Uplands Fund, is \$6,235 with an annual 3% increase.

BACKGROUND

The Pier Plaza leasehold is comprised of buildings 103 to 131 West Torrance Boulevard (on the top level of the Pier Parking Structure) and totals approximately 75,000 square feet of space. The property is comprised almost entirely of office uses, with the lone exceptions being a restaurant and child care center. Open Lines provides speech pathology and communication training and coaching, including nutrition, wellness, mindful movement education, and other non-clinical services.

The proposed lease carries a 5-year term with a minimum monthly rent of \$6,235, or approximately \$2.50 per square foot, with an annual 3% increase taking effect each year on the anniversary date of the Agreement.

COORDINATION

The Resolution and lease documents were reviewed and approved as to form by the City Attorney's

Office.

FISCAL IMPACT

Lease revenue from the property would accrue to the City's Harbor Uplands Fund. The proposed lease would result in a minimum monthly rent of \$6,235 during the first year, with an annual increase of 3% to the base rent each year thereafter. Over the 5-year term of the lease, revenue to the Harbor Uplands Fund is expected to be \$397,229.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2506-039 Leasing Certain Property to Open Lines Speech and Communication, P.C.
- Agmt - Proposed Lease Between the City of Redondo Beach and Open Lines Speech and Communication, P.C.

RESOLUTION NO. CC-2506-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO OPEN LINES SPEECH AND COMMUNICATION, P.C.

WHEREAS, Section 2-21.01, Chapter 21, Title 2, of the Redondo Beach Municipal Code provides that any lease of public land owned or controlled by the City of Redondo Beach, or by any department or subdivision of the City, shall be administratively approved by resolution; and

WHEREAS, the City Council shall approve the subject lease only upon the making of certain findings.

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

SECTION 1. That the City Council of the City of Redondo Beach approves the lease with Open Lines Speech and Communication, P.C. ("Lease") for the property commonly located at 105 W. Torrance Blvd., Suite 200, Redondo Beach, CA 90277, consisting of approximately 2,494 rentable square feet, as further detailed in the Lease attached hereto as Exhibit "A" and incorporated herein as set forth in full.

SECTION 2. That the City Council of the City of Redondo Beach hereby finds:

1. The Lease will result in a net economic or other public benefit to the City of Redondo Beach or the general public; and
2. The granting of the Lease is consistent with and will further the fiscal, budgetary and applicable economic development, social, recreational, public safety or other applicable adopted policies of the City; and
3. The Lease, and all land uses and development authorized by the Lease, are consistent with all applicable provisions of the general plan, the Coastal Land Use Plan where applicable, and the applicable zoning ordinances of the City; and
4. The Lease and all land uses and development authorized by the Lease, are consistent with and will carry out the goals, standards and policies of any specific plan applicable to the Lease property; and
5. The Lease and its purposes are consistent with all other applicable provisions of law; and
6. The Lease and all land uses and development authorized by the Lease are consistent with terms of and will further the purposes of the grant from the State and all applicable laws and agreements governing use of the land; and
7. The Lease shall not exceed sixty-six (66) years.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy A. Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2506-039 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 17th day of June, 2025, and there after 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

EXHIBIT A

OFFICE LEASE

BETWEEN

**CITY OF REDONDO BEACH,
A CHARTERED MUNICIPAL CORPORATION**

LANDLORD

AND

**OPEN LINES SPEECH AND COMMUNICATION, P.C.,
A NEW YORK CORPORATION**

TENANT

DATED AS OF

JUNE 17, 2025

PIER PLAZA, REDONDO BEACH, CALIFORNIA 90277

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 Exhibit "C" - Lease Guaranty
 Exhibit "D" - Tenant Estoppel Certificate
 Exhibit "E" - Sign Criteria
 Exhibit "F" - Parking Fee Schedule
 Exhibit "G" - Rules and Regulations
 Exhibit "H" - Lease Confirmation
 Exhibit "I" - Tenant Improvements Reimbursement
 Exhibit "J" - Memorandum of Lease

OFFICE LEASE

1. Parties

This Office Lease Agreement ("Lease") is made and entered into by and between the **City of Redondo Beach**, a Chartered Municipal Corporation ("Landlord" or "City"), and **Open Lines Speech and Communication, P.C.**, a New York corporation ("Tenant").

2. **Summary of Basic Terms:** As used in this Lease, the following terms shall have the meanings set forth below, subject to the qualifications, adjustments and exceptions set forth elsewhere in this Lease. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail.

- (a) **Premises:** The space located at **105 W. Torrance Blvd., Suite 200**, Redondo Beach, CA 90277, consisting of approximately 2,494 rentable square feet.
- (b) **Permitted Use:** Offices for speech pathology and communication training and coaching, including nutrition, wellness and mindful movement education, and other non-clinical services, provided that Tenant obtains all necessary licenses, permits, and permissions from the Landlord and appropriate governmental agencies.
- (c) **Lease Term:** 5 years, subject to Landlord's right to earlier termination of this Lease as set forth in Section 2(f).
- (d) **Commencement Date:** June 17, 2025
- (e) **Expiration Date:** June 16, 2030
- (f) **Right To Terminate:** Notwithstanding any other provision of this Lease, Landlord shall have the right to terminate this Lease upon 12 months' prior written notice of the termination date to Tenant.
- (g) **Deferred Rent:** Four months divided into the 1st month, 13th, 18th, and 24th months of the lease term.
- (h) **Monthly Rent:** \$6,235.00
- (i) **Rent per Square Foot:** \$2.50 per square foot. Rent will increase 3% annually beginning on the first anniversary of rent commencement.
- (j) **Operating Expense Base Year:** 2025
- (k) **Possessory Interest Tax:** Tenant to pay any associated Real Property Taxes that may be applicable to the Premises, including without limitation possessory interest taxes.
- (l) **Parking:** \$10.00 per space Monday - Friday and 24/7 parking is \$35.00 per month

- (m) **Security Deposit:** \$6,235.00
- (n) **Tenant's Guarantor:** N.A.
- (o) **Tenant Improvements:** \$5.00 per square foot construction allowance. Landlord will additionally provide cleaning, repair or replace any damaged ceiling tiles, exterior doors and windows and window blinds as needed.
- (p) **Conditional Use Permit (CUP):** If Tenant is required to obtain a CUP then the commencement of rental and an appropriate amount of time to allow for Tenant's interior improvements (TI's) will be allowed.
- (q) **Holdover Rent:** 150 percent of the current Monthly Rent amount.
- (r) **Assessor's ID Number:** 7502-002-908
- (s) **Landlord's Address for Notices:** 107 W. Torrance Blvd, Suite #200, Redondo Beach, CA 90277, Attn: Property Manager
- (t) **Tenant's Address for Notices:** 105 W. Torrance Blvd., Suite #200, Redondo Beach, CA 90277, Attn: Jessica Galgano
- (u) **Tenant's Affiliates:** All affiliates, directors, officers, shareholders, partners, agents, employees, invitees, customers, successors and assigns of Tenant.
- (v) **Landlord's Affiliates:** All officers, employees, elected and appointed officials, volunteers, invitees, successors, and assigns of the City.
- (w) **Liabilities:** All losses, damages, expenses, claims, demands, causes of action, lawsuits (whether at law, equity, or both), proceedings, injuries, liabilities, judgments, and costs (including, but not limited to, attorneys' fees and costs, and expert witness fees), and penalties, and liens of every nature (whether or not suit is commenced or judgment entered).
- (x) **Landlord's Broker:** BC Urban.
- (y) **Tenant's Broker:** None.

3. **Demise and Term.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to all of the terms, covenants and conditions in this Lease. The Premises are leased for the Lease Term, which, subject to Article 4 below, shall commence on the Commencement Date and shall expire on the Expiration Date, unless sooner terminated under the provisions of this Lease.

4. **Possession.**

4.1 **Delivery of Possession.** The Premises shall be delivered to Tenant in its current "AS-IS" condition with exception of items in Exhibit "I", if applicable. If Landlord cannot deliver

possession of the Premises to Tenant by the Commencement Date this Lease will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting from such delay. Notwithstanding anything to the contrary contained herein, Landlord will not be obligated to deliver possession of the Premises to Tenant until Landlord has received from Tenant all of the following: (i) a copy of this Lease fully executed by Tenant and the guaranty of Tenant's obligations under this Lease, if required by the Summary of Basic Terms in Section 2(n) hereof, executed by the Guarantor(s); (ii) the Security Deposit, in the amount designated in the Summary of Basic Terms in Section 2(m) hereof (if any), and the first installment of Monthly Basic Rent; and (iii) copies of policies of insurance or certificates thereof as required under Article 15 of this Lease.

4.2 Delays Caused by Tenant. Notwithstanding anything to the contrary in Article 4.1, if Landlord's failure to deliver possession of the Premises results from Tenant and/or Tenant's Affiliates' acts or omissions (including delays caused by Tenant's failure to supply the items referred to in Article 4.1), then the Commencement Date shall be the date stated in Article 2(d) of this Lease notwithstanding the Tenant and/or Tenant's Affiliates' delay. In no event shall the Lease Term be extended by any such delay. Tenant shall owe the amount of the Monthly Rent and Additional Rent from the Commencement Date.

5. Condition of Premises.

5.1 Condition of Premises. Tenant hereby agrees and warrants that it has investigated and inspected the condition of the Premises, Building, and their suitability for Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises, the Building, or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor Landlord's Affiliates has made any representations or warranty with respect to the Premises, the Building, their condition, or with respect to the suitability for Tenant's business. Tenant hereby agrees that the Premises shall be taken "AS-IS", "with all faults" and Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, unless provided in Article 11 below. Tenant, at its sole expense, shall keep the Premises and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease Term, surrender the Premises to Landlord in good condition.

6. Rent.

6.1 Monthly Rent. Tenant shall pay to Landlord as rent for the Premises the Monthly Rent as set forth in Article 2(g). The Monthly Rent shall be payable in advance on or before the first day of the first full calendar month of the Lease Term and on or before the first day of each successive calendar month thereafter during the Lease Term, except that the Monthly Rent for the first full calendar month of the Lease term and any prorated term shall be paid upon the execution of this Lease. The Monthly Rent for any period during the Lease Term which is for less than one (1) month shall be prorated based on a thirty (30)-day month. The Monthly Rent and all other rent hereunder shall be paid without prior notice or demand, without deduction or offset in lawful money of the United States of America which shall be legal tender at the time of payment, at the office of the Building or to another person or at another place as Landlord may from time to time designate in writing.

6.2 Additional Rent. The term "**Additional Rent**" means all other amounts payable by Tenant under this Lease (whether or not designated as Additional Rent), including without limitation Operating Expenses, taxes, insurance and repairs. The term "**Rent**" shall mean Monthly Rent and Additional Rent. Landlord shall be entitled to exercise the same rights and remedies upon default in the Additional Rent payments as Landlord is entitled to exercise with respect to defaults in Monthly Rent payments.

7. Security Deposit. If required, upon the execution of this Lease, Tenant shall deposit the Security Deposit with Landlord as set forth in Article 2(l) above. The Security Deposit shall be held by Landlord as security for the performance of all of Tenant's obligations during the Lease Term. Upon any default by Tenant under this Lease, Landlord may, but shall not be obligated to, use, apply or retain all or any part of the Security Deposit for the payment of any Rent in default, or any other Liabilities which Landlord may incur as a result of or in connection with Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its previous amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to receive interest on the Security Deposit. If Tenant complies with all of the provisions of this Lease and is not then in default hereunder, the unused portion of the Security Deposit shall be returned to Tenant within thirty (30) days after the expiration or sooner termination of the Lease Term and surrender of the Premises to Landlord in the condition required hereunder.

8. Operating Expenses.

8.1 Definitions. As used in this Lease, the following terms have the meanings set forth below:

(a) Comparison Year: Each calendar year after the Base Year, all or any portion of which falls within the Lease Term.

(b) Operating Expenses: All costs and expenses of operating, maintaining and repairing the common areas, Building and the Land, including, but not limited to: water and sewer charges; insurance premiums for all insurance policies deemed necessary by Landlord; deductible amounts under insurance policies; janitorial services; wages of Landlord's employees engaged in the operation, maintenance or repair of the Building or the Land, including all customary employee benefits, Worker's Compensation and payroll taxes; reasonable management fees or, if no managing agent is retained for the Building, a reasonable sum in lieu thereof which is not in excess of the prevailing rate for management services charged by professional management companies for the operation of similar buildings; legal, accounting and other consulting fees; the cost of air conditioning, heating, ventilation, plumbing, electricity, water, sewer and other services and utilities serving common areas; elevator maintenance; capital improvements and replacements to all or any portion of the Building and the Land made after completion of the Building, appropriately amortized over the useful life of such improvements; all costs and expenses incurred by Landlord and interest on any funds borrowed to pay the cost of any capital improvements as a result of or in order to comply with any Laws, including, but not limited to, Laws pertaining to energy, natural resources conservation, safety, environmental protection; supplies, materials, equipment and tools; and maintenance and repair of all common areas. Operating Expenses do

not include the depreciation on the existing Building and improvements, loan payments, executive salaries, real property and other taxes (see article 26) or real estate broker's commission.

8.2 Payment for Increases in Operating Expenses. The following shall be deemed increases in Operating Expenses:

(a) Increase from Base Year. If the Operating Expenses paid or incurred by Landlord in any Comparison Year increase over the Operating Expenses paid or incurred for the Base Year, Tenant shall pay, as Additional Rent, commencing on the Commencement Date of this Lease, Tenant's Share of the increase in the manner set forth in this Article.

(b) Property at Less Than 95% Capacity. If, during any period in a Comparison Year, less than ninety-five percent (95%) of the Building is rented, the Operating Expenses for that Comparison Year shall be adjusted to what the Operating Expenses would have been if ninety-five percent (95%) of the Building had been rented throughout that Comparison Year.

(c) Prorated Operating Expenses. Tenant's Share of increases in Operating Expenses shall be prorated for any partial Comparison Year which falls within the Lease Term.

8.3 Manner of Payment. Landlord shall deliver to Tenant a statement showing Landlord's reasonable estimate of the Operating Expenses for each Comparison Year and the amount of Tenant's Share of any increase in Operating Expenses based on such estimate. Commencing as of the first day of each Comparison Year, Tenant shall pay to Landlord, at the times and in the manner provided herein for the payment of Monthly Rent, the monthly portion(s) of Tenant's Share of any increases as shown by Landlord's statement. If Landlord's statement is furnished after January 1st of a Comparison Year, then on or before the first day of the first calendar month following Tenant's receipt of Landlord's statement, in addition to the monthly installment of Tenant's Share of any increases due on that date, Tenant shall pay the amount of Tenant's Share of any increases for each calendar month or fraction thereof that has already elapsed in such Comparison Year.

8.4 Final Statement. After the end of each Comparison Year (including the Comparison Year in which the Lease Term terminates), Landlord shall deliver to Tenant a reasonably detailed final statement of the actual Operating Expenses for such Comparison Year. Within ten (10) days of delivery of each final statement, Tenant shall pay Landlord the amount due for Tenant's Share of any increases in the Operating Expenses. Tenant shall have Sixty (60) days after delivery of Landlord's final statement to object in writing to the accuracy of the statement. If Tenant does not object within such Sixty (60)-day period, Landlord's final statement shall be conclusive and binding on Tenant. Objections by Tenant shall not excuse or abate Tenant's obligation to make the payments required under this Article pending the resolution of Tenant's objection. Any credit due Tenant for overpayment of Tenant's Share of any increases in the Operating Expenses shall be credited against the installments of Monthly Rent next coming due. However, overpayments for the Comparison Year in which the Lease Term terminates shall be refunded to Tenant within Sixty (60) days after the expiration of the Lease Term.

9. Use of Premises.

9.1 Permitted Use. Tenant shall use the Premises only for the Permitted Use set forth in Article 2(b) (the "Permitted Use") and for no other use or purpose, unless first approved in writing by Landlord, which approval Landlord may withhold in its sole discretion.

9.2 Restrictions on Use. Tenant agrees that it shall not cause or permit any of the following in or about the Premises:

- (a) Increase the existing rate of, cause the cancellation of or otherwise adversely affect any casualty or other insurance for the Building or any part thereof or any of its contents;
- (b) Impair the proper and economic maintenance, operation and repair of the Building or any portion thereof;
- (c) Obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them;
- (d) Cause any nuisance in or about the Premises or the Building;
- (e) Commit or allow any waste to be committed to the Premises or the Building.

Tenant shall not use or allow any part of the Premises to be used for the storage, manufacturing or sale of food or beverages, or for the manufacture or auction or merchandise of goods or property of any kind, or as a school or classroom, or for any unlawful or objectionable purpose.

9.3 Prohibited Uses. Notwithstanding Articles 2(b) and 9, in no event shall the Premises be used for any exclusive use granted by Landlord to other tenants of the Premises prior to the date of this Lease, or any prohibited use in effect for the Premises prior to or subsequent to the date of this Lease.

10. Compliance with Laws.

10.1 Compliance with Laws. Tenant shall not use the Premises or permit anything to be done in or about the Premises, the Building or the Land which will in any way conflict with any law, statute, ordinance, code, rule, regulation, requirement, license, permit, certificate, judgment, decree, order or direction of any governmental or quasi-governmental authority, agency, department, board, panel or court now in force or which may hereafter be enacted or promulgated (singularly and collectively "**Laws**"). Tenant shall also comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. Tenant shall, at its sole expense and cost, promptly comply with all Laws and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises.

10.2 Tenant shall not be required to make structural changes to the Premises unless they arise or are required because of or in connection with Tenant's specific use of the Premises, or the type of business conducted by Tenant in the Premises, or Tenant's Alterations or Tenant's acts or omissions. Tenant shall obtain and maintain in effect during the Lease Term all licenses and permits required for the proper and lawful conduct of Tenant's business in the Premises, and shall

at all times comply with such licenses and permits. The judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding (whether Landlord is a party or not) that Tenant has violated any Laws shall be conclusive of that fact as between Landlord and Tenant.

10.3 Nondiscrimination. Tenant hereby certifies and agrees that, in all matters affecting this Lease, it will comply with all applicable federal, State, and local laws and regulations prohibiting discrimination of any kind, including but not limited to, the Federal Civil Rights Act of 1964, Unruh Civil Rights Act, Cartwright Act, State Fair Employment Practices Act, and Americans with Disabilities Act.

10.4 Employment Records. All employment records shall be open for inspection and reinspection by Landlord at any reasonable time during the term of this Lease for the purpose of verifying the practice of nondiscrimination by Tenant in the areas heretofore described.

10.5 Hazardous Materials.

(a) Tenant shall not cause or permit any Hazardous Material(s) (as defined in this Article) to be brought, kept or used in or about the Building by Tenant, Tenant's Affiliates, contractors provided Tenant may use and store normal quantities of products used for office purposes (such as toner, cleaning solvents or the like) as long as the same are used in compliance with applicable Laws. Tenant indemnifies Landlord and Landlord's Affiliates from and against any breach by Tenant of the obligations stated in the preceding sentence, and agrees to defend and hold Landlord and Landlord's Affiliates harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Building, damages for the loss or restriction or use of rentable or usable space or of any amenity of the Building, damages arising from any adverse impact or marketing of space in the Building, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise or accrue during, or are attributable to, the term of this Lease as a result of such breach. This indemnification of Landlord and Landlord's Affiliates by Tenant includes without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material(s) present in the soil or ground water on or under the Building. Without limiting the foregoing, if the presence of any Hazardous Material(s) on the Building caused or permitted by Tenant and/or Tenant's Affiliates results in any contamination of the Building, Tenant shall promptly take all actions at its sole expense as are necessary to return the Building to the condition existing prior to the introduction of any such Hazardous Material(s) and the contractors to be used by Tenant must be approved by the Landlord, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Building and so long as such actions do not materially interfere with the use and enjoyment of the Building by the other tenants thereof; provided however, Landlord shall also have the right, by notice to Tenant, to directly undertake such mitigation efforts with regard to Hazardous Material(s) in or about the Building due to Tenant's breach of its obligations pursuant to this Section, and to charge Tenant, as Additional Rent, for the costs thereof.

(b) Landlord covenants and agrees that in the event any unlawful levels of Hazardous Material(s) exist or are introduced in, on or about the Building, due to other than the actions or

inaction of Tenant or Tenant's Affiliates, assignees, sublessees, licensees, or contractors, and any such Hazardous Material(s) are reasonably potentially injurious to Tenant's health, safety or welfare, or if any such unlawful levels of Hazardous Material(s) substantially interfere with Tenant's use of the Premises, Landlord shall, if required by applicable Laws, diligently commence to remove, restore, remediate or otherwise abate such Hazardous Material(s) in compliance with all Laws pertaining to Hazardous Material(s).

(c) It shall not be unreasonable for Landlord to withhold its consent to any proposed transfer under Article 17 if (i) the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment, or disposal of Hazardous Material(s); (ii) the proposed transferee has been required by any prior landlord, lender, or governmental authority to take remedial action in connection with Hazardous Material(s) contaminating a property if the contamination resulted from such transferee's actions or use of the Property in question; or (iii) the proposed transferee is subject to an enforcement order issued by any governmental authority in connection with the use, disposal, or storage of a Hazardous Material(s).

(d) As used herein, the term "**Hazardous Material(s)**" mean any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "**Hazardous Material(s)**" include, without limitation, any material or substance which is (i) defined as "**Hazardous Waste**," "**Extremely Hazardous Waste**," or "**Restricted Hazardous Waste**" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "**Hazardous Substance**" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "**Hazardous Material**," "**Hazardous Substance**," or "**Hazardous Waste**" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as "**Hazardous Substance**" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) regulated by Section 26100 et seq. of the California Health and Safety Code, Division 20, Chapter 18 (Toxic Mold Protection Act of 2001), (viii) listed under Article 9 or defined as Hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "**Hazardous Substance**" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), or (x) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (xi) defined as a "**Hazardous Substance**" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

(e) As used herein, the term "**Laws**" mean any applicable federal, state or local laws, ordinances, or regulation relating to any Hazardous Material affecting the Building, including, without limitation, the laws, ordinances, and regulations referred to in Article 10.4 (d) above.

11. Alterations and Additions.

11.1 Landlord's Consent.

(a) Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "**Alterations**") to the Building or the Premises or any part thereof without the prior written consent of Landlord in each instance.

(b) Landlord will not unreasonably withhold its consent to any Alterations provided and upon the condition that all of the following conditions shall be satisfied: (i) the Alterations do not affect the outside appearance of the Building; (ii) the Alterations are nonstructural and do not impair the strength of the Building or any part thereof; (iii) the Alterations are to the interior of the Premises and do not affect any part of the Building outside of the Premises; (iv) the Alterations do not affect the proper functioning of the heating, ventilating and air conditioning ("**HVAC**"), mechanical, electrical, sanitary or other utilities, systems and services of the Building, or increase the usage thereof by Tenant; (v) Landlord shall have approved the final plans and specifications for the Alterations and all contractors who will perform them; (vi) Tenant pays to Landlord (A) a fee in connection with the Alterations equal to five percent (5%) of the estimated cost of the work and the fee is sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work, and (B) the reasonable costs and expenses actually incurred by Landlord in reviewing Tenant's plans and specifications and inspecting the Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with Laws, including, without limitation, the fees of any architect or engineer employed by Landlord for such purpose; (vii) before proceeding with any Alteration which will cost more than \$10,000 (exclusive of the costs of items constituting Tenant's Property, as defined in Article 11.2), Tenant obtains and delivers to Landlord, at Landlord's option, either: (C) a performance bond and a labor and materials payment bond for the benefit of Landlord, issued by a corporate surety licensed to do business in California, each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Landlord, or (D) such other security as shall be reasonably satisfactory to Landlord. Unless all of the foregoing conditions are satisfied, Landlord shall have the right to withhold its consent to the Alterations in Landlord's sole and absolute discretion.

(c) Not less than twenty (20) days nor more than thirty (30) days prior to commencement of any Alterations, Tenant shall notify Landlord of the work commencement date so that Landlord may post notices of non-responsibility about the Premises. All Alterations must comply with all Laws, the other terms of this Lease, and the final plans and specifications approved by Landlord, and Tenant shall fully and promptly comply with and observe the rules and regulations of Landlord then in force with respect to the making of Alterations. Landlord's review and approval of Tenant's plans and specifications are solely for Landlord's benefit. Landlord shall have no duty toward Tenant, nor shall Landlord be deemed to have made any representation or warranty to Tenant, with respect to the safety, adequacy, correctness, efficiency or compliance with Laws of the design of the Alterations, the plans and specifications therefore, or any other matter regarding the Alterations.

11.2 Ownership and Surrender of Alterations. Upon their installation, all Alterations, including, but not limited to, wall covering, paneling and built-in cabinetry, but excluding movable furniture, trade fixtures and office equipment ("**Tenant's Property**"), shall become a part of the realty and belong to Landlord and shall be surrendered with the Premises. However, upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord, at Tenant's expense, immediately remove any Alterations made by Tenant which are

designated by Landlord to be removed and repair any damage to the Premises caused by such removal.

11.3 Liens. Tenant shall pay when due all claims for labor, materials and services furnished by or at the request of Tenant or Tenant's Affiliates. Tenant shall keep the Premises, the Building and the Land free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the Alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's Affiliates, or any other act or omission of Tenant or Tenant's Affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "**Liens.**") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all Liabilities incurred by Landlord or Landlord's Affiliates in connection with the foregoing. If Tenant fails to keep the Premises, the Building and the Land free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may immediately take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against, all Liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Neither Landlord's curative action nor the reimbursement of Landlord by Tenant shall cure Tenant's default in failing to keep the Premises, the Building and the Land free from Liens.

11.4 Additional Requirements. Alterations shall comply with all Laws. Tenant, at its sole expense, shall obtain and provide to Landlord all necessary permits and certificates for the commencement and performance of Alterations and for final approval thereof upon completion, and shall cause the Alterations to be performed in compliance therewith and with all applicable insurance requirements, and in a good, first-class and workmanlike manner. Landlord shall have all rights to review and approve or disapprove all required submittals in accordance with the Laws, and nothing set forth in this Lease shall be construed as the Landlord's approval of any or all of the applications or plans for the Alterations. Tenant, at its sole expense, shall diligently cause the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant or Tenant's Affiliates, or by any person claiming through or under Tenant or Tenant's Affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Building, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Building. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried the Workers' Compensation insurance described in Article 15. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations.

12. Repairs.

12.1 Condition of Premises. As provided in Article 5, the Premises shall be delivered to Tenant in an "AS IS" and "ALL FAULTS" condition and Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof either prior to or during the Lease Term except to the extent expressly provided in Section 12.2 below. By accepting possession of the Premises, Tenant shall be deemed to have acknowledged that the Premises are suitable for its purposes and in good condition and repair. Subject to Section 12.2, Tenant, at its expense, shall keep the Premises and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease Term, surrender the Premises to Landlord and in good condition and repair. Tenant acknowledges and agrees that it has inspected, or prior to the Commencement Date will inspect, the Premises and that Tenant is not relying on any representations or warranties made by Landlord or Landlord's Affiliates regarding the Premises, the Building, or the Land except as may be expressly set forth herein.

12.2 Landlord's Obligation to Repair. Subject to Article 16, Landlord shall repair and maintain the common areas and the structural portions of the Building, including, but not limited to, the structural portions of the roof, the foundations, exterior load-bearing walls, and the basic HVAC, mechanical, electrical and plumbing systems installed by Landlord in the Building. However, if the repair or maintenance is caused in whole or in part by the act, neglect, fault or omission of Tenant or Tenant's Affiliates, or by Tenant's Alterations, Tenant immediately shall pay for such repair or maintenance as Additional Rent within fifteen (15) days of Tenant's receipt of invoice. Tenant shall indemnify Landlord for and hold Landlord and Landlord's Affiliates harmless from and against all other Liabilities incurred by Landlord and Landlord's Affiliates in connection therewith. Landlord shall have a reasonable time after written notice from Tenant to perform necessary repairs or maintenance. Tenant waives all rights granted under Law to make repairs at Landlord's expense.

13. Services and Utilities.

13.1 Landlord's Services. Subject to the rules and regulations of the Building, Landlord shall furnish the required water, plumbing, electrical and HVAC required in Landlord's judgment for the comfortable use and occupancy of the Premises, and janitorial services, as hereinafter provided. Landlord shall also maintain the common stairs, entries and restrooms in the Building lighted. If Landlord shall determine, in the exercise of Landlord's sole but good faith discretion, that the Tenant's use of the utilities is in excess of that normally used by a tenant occupying similar space, then Tenant shall pay Landlord upon demand, as Additional Rent hereunder, the cost of such excess utility usage in addition to any other Rent or charge due from Tenant under this Lease.

13.2 Utility Charges.

(a) Tenant shall be solely responsible for obtaining and shall promptly pay directly to the utility supplier all fees, deposits and charges including use and/or connection fees, hookup fees, standby fees and/or penalties for discontinued or interrupted service, and the like, for electricity, gas and water used in or upon or furnished to the Premises, irrespective of whether any of the foregoing are initially paid or advanced by Landlord, or otherwise. If electricity, gas or water service is billed to Landlord and is not specifically metered to the Premises, the amount thereof shall be equitably prorated by Landlord and Tenant shall pay to Landlord within ten (10) days after Landlord's demand, as Additional Rent hereunder, an amount equal to that proportion of the total charges therefore which the number of square feet of gross floor area in the Premises

bears to the total number of square feet of gross floor area covered by such combined charges. Additionally, if the Premises are not separately metered, Landlord shall have the right to install separate meters. Since the Premises are not separately metered, Tenant shall pay the above described utilities as part of the base year component of the modified gross rent.

(b) In no event shall Landlord be liable for damages or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, centrally conditioned cold air or any other utility or other service, or if either the quantity, quality or character thereof supplied to or by Landlord is changed or is no longer available or suitable for Tenant's requirements, nor shall any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character constitute or be deemed to constitute constructive eviction of Tenant, or excuse or relieve Tenant from its obligations pursuant to this Lease.

13.3 Janitorial Services. The janitorial services to be provided by Landlord to Tenant shall be provided five (5) days a week, Monday through Friday (except for nationally and locally recognized holidays). Janitorial services shall be those customarily furnished for similar buildings in the general vicinity of the Building.

13.4 Hours of Operation. HVAC for the Premises shall be provided five (5) days a week, Monday through Friday, from 7:00 a.m. to 6:00 p.m. and Saturdays from 9:00 a.m. to 1:00 p.m. (excluding nationally and locally recognized holidays). Tenant shall not be entitled to any abatement of Rent or have any right to terminate this Lease in the event Landlord is unable to provide the services set forth herein.

13.5 Extra Hours. If during any hours or any days other than those specified in Article 13.4, Tenant desires to have any services or utilities supplied to the Premises which are not separately metered, and provided Landlord receives reasonable advance notice thereof, and if Landlord is able to provide the same, Tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services and utilities, at a cost currently estimated at \$35.00 per hour, which are not separately metered to the Premises. Any such charges which Tenant is obligated to pay shall be deemed to be Additional Rent hereunder.

14. Entry by Landlord. To maintain Tenant compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), except in the event of an emergency, which requires immediate Landlord access, Landlord shall have the right to enter the Premises during regular business hours with provision of notice to Tenant of such entry including, but not limited to, door-knocking and approval of entry by Tenant as a protection for patient privacy, in order to: inspect the Premises; post notices of non-responsibility; show the Premises to prospective purchasers, lenders or tenants; perform its obligations and exercise its rights hereunder; and make repairs, improvements, alterations or additions to the Premises or the Building or any portion thereof as Landlord deems necessary or desirable and to do all things necessary in connection therewith, including, but not limited to, erecting scaffolding and other necessary structures. Landlord shall retain (or be given by Tenant) keys to unlock all of the doors to or within the Premises, excluding doors to Tenant's vaults and files. Landlord shall have the right to use any and all means necessary to obtain entry to the Premises in an emergency. Landlord's entry to the Premises shall not, under any circumstances, be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

15. Tenant's Insurance.

15.1 Property Insurance. At all times during the Lease Term, Tenant, at its expense, shall maintain in effect policies of casualty insurance covering: (a) all alterations made by Tenant and all leasehold improvements; and (b) all of Tenant's Property and other Personal Property from time to time in, on or about the Premises, in an amount not less than their full replacement cost (without deduction for depreciation) from time to time during the term of this Lease. Such policies shall provide for protection against any perils normally included within the classification of "All Risks", and shall cover demolition and changes in Laws. Such insurance shall contain an endorsement naming the Landlord and Landlord's Mortgagee (if any) as loss payee and an endorsement waiving the insurer's right to subrogate against the Landlord or Landlord's Mortgagee (if any).

15.2 Commercial General Liability Insurance. At all times during the Lease Term, Tenant, at its sole expense, shall maintain Commercial General Liability Insurance with respect to the ownership, maintenance, use, operation and condition of the Premises and the business conducted therein. Such insurance shall at all times have limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$ 4,000,000.00) in the aggregate. At Landlord's request, these limits shall be increased from time to time during the Lease Term to such higher limits as Landlord or its insurance consultant believe are necessary to protect Landlord. Such insurance shall be primary and not contribute with any self-insurance or insurance maintained by the Landlord or Landlord's Mortgagee, and shall contain an endorsement naming Landlord and Landlord's Mortgagee, their elected and appointed officials and employees as additional insureds.

15.3 Workers' Compensation Insurance. At all times during the Lease Term, Tenant shall maintain Workers' Compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million (\$1,000,000) each accident. Such insurance shall contain an endorsement waiving the insurer's right to subrogate against the Landlord, the Landlord's Mortgagee or their elected or appointed officials and employees.

15.4 Policy Requirements. All insurance required to be carried by Tenant hereunder shall be issued by insurers with a current A.M. Best's rating of no less than A-VII and qualified to do business in the State of California, approved by Landlord and, if required, by Landlord's Mortgagee. Copies of all certificates and required endorsements shall be delivered to Landlord at least ten (10) days prior to Tenant's occupancy of the Premises. Each policy shall provide that it may not be canceled except after thirty (30) days' prior written notice to Landlord and Landlord's Mortgagee. Tenant shall furnish Landlord with renewal certificates or binders of each policy evidencing compliance with those requirements at least thirty (30) days prior to expiration. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford coverage as required by this Lease.

15.5 Tenant's Failure to Deliver Policies. Upon Landlord's request, Tenant shall deliver certified copies of all required insurance policies to the Landlord. If Tenant fails to deliver required certificates of insurance, required endorsements or requested copies of the insurance policies within the time required pursuant to Article 15.4, Landlord may, but shall not be obligated to, obtain the required insurance, and the cost thereof, shall be payable by Tenant to Landlord on demand. Nothing in this Article shall be deemed to be a waiver of any rights or remedies available

to Landlord under this Lease or at law or in equity if Tenant fails to obtain and deliver the required insurance policies and evidence of payment.

16. Damage or Destruction; Eminent Domain.

16.1 Landlord's Restoration. If the Building or the Premises are partially damaged or totally destroyed by fire or other casualty, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance carried under Article 15 of this Lease. Upon Landlord's receipt of notice of the damage or destruction and substantially all of the insurance proceeds receivable, Landlord shall repair the damage and restore or rebuild the Building or the Premises (except for Tenant's Property and leasehold improvements which are above the standard of the Building). However, Landlord shall not be required to spend amounts in excess of the insurance proceeds actually received for such repair, restoration or rebuilding. Subject to Article 22, Landlord shall attempt to make any required repairs or restoration promptly and so as not to interfere unreasonably with Tenant's use and occupancy of the Premises, but Landlord shall not be obligated to perform such work on an overtime or premium-pay basis.

16.2 Rent Abatement. Subject to Article 16.3, if, in Landlord's reasonable judgment, all or part of the Premises are rendered completely or partially untenantable on account of fire or other casualty, the Monthly Rent shall be abated (to the extent of Landlord's rental loss insurance carried hereunder) in the proportion that the rentable area of the untenantable portion of the Premises bears to the total Area of the Premises. Such abatement shall commence on the date of the damage or destruction and shall continue until the Premises have been substantially repaired and Tenant has reasonable access to the Premises. However, if Tenant reoccupies the damaged portion of the Premises prior to the date that the Premises are substantially repaired, the Monthly Rent allocable to the reoccupied portion shall be payable by Tenant from the date of such occupancy in the proportion that the rentable area of the reoccupied portion of the Premises bears to the total Area of the Premises.

16.3 Exception to Abatement. Notwithstanding Article 16.2, if the damage is due to the fault or neglect of, including, without limitation, Tenant, Tenant's Affiliates, contractors, and guests, or Landlord is unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) for damage or destruction of the Premises or the Building, there shall be no abatement of Monthly Rent to Landlord (or any Landlord's Mortgagee). Provided Tenant is able to reoccupy the damaged portion of the Premises under applicable Laws and reoccupies the damaged portion of the Premises prior to the date that the Premises are substantially repaired, the Monthly Rent allocable to the reoccupied portion shall be payable by Tenant from the date of such occupancy. Landlord's collection of Monthly Rent shall not preclude Landlord from seeking damages from Tenant or exercising any other rights and remedies it under this Lease or at law or in equity.

16.4 Election to Terminate. Landlord or Tenant may terminate this Lease upon written notice to the other party if: (a) the Building or the Premises are substantially or totally destroyed or, in Landlord's sole judgment, rendered untenantable by fire or other casualty or any other cause; or (b) the Building is damaged or rendered untenantable (whether or not the Premises are damaged or destroyed or rendered untenantable) so that its repair or restoration requires the expenditure (as estimated by a contractor or architect designated by Landlord) of more than twenty percent (20%)

of the full insurable value of the Building immediately prior to the casualty; or (c) less than two (2) years remains in the Lease Term at the time of the damage or destruction or events which render the Building or the Premises untenable and the time necessary to repair or restore the Building or the Premises would exceed ninety (90) days (as estimated by a contractor or architect designated by Landlord); or (d) Landlord would be required under Article 16.2 to abate or reduce the Monthly Rent for a period in excess of four (4) months if repairs or restoration were undertaken. If Landlord or Tenant elects to terminate this Lease, its notice of termination shall be given within sixty (60) days after the date of the damage, destruction or events causing untenability. Such notice shall include a termination date giving Tenant ninety (90) days to vacate the Premises.

16.5 Eminent Domain. Landlord may terminate this Lease upon written notice to Tenant if twenty-five percent (25%) or more of either the Premises, the Building or the Land is condemned, taken or appropriated by any public or quasi-public authority (collectively "Taking or Appropriation") under the power of eminent domain, police power or otherwise (or in the event of a sale in lieu thereof). Whether or not this Lease is so terminated, Landlord shall be entitled to any and all income, Rent, award, or interest thereon which may be paid or made in connection with the Taking or Appropriation, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If Landlord elects to terminate this Lease, its notice of termination shall be given within sixty (60) days after the Taking or Appropriation. If such notice is not given or if Landlord notifies Tenant of Landlord's election not to terminate, this Lease shall continue in full force and effect, except that the Monthly Rent shall be reduced in the proportion that the Premises which is taken bears to the total Area of the Premises. Nothing contained in this Article shall prevent Tenant from bringing a separate action or proceeding for compensation for any of Tenant's Property taken and Tenant's moving expenses. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

16.6 Business Interruption. Landlord shall not incur any Liabilities of any type to Tenant, Tenant's Affiliates, contractors, or guests arising from or in connection with any damage or destruction of the Premises, the Building or the Land, or any Taking or Appropriation thereof, or any repairs or restoration in connection therewith, nor shall Tenant have any right to terminate this Lease as a result thereof. However, in such event, Monthly Rent shall be abated if and to the extent that abatement is allowed pursuant to this Article.

16.7 Waiver. To the extent permitted under law, Tenant waives the application of any Laws now or hereafter in effect which are contrary to the provisions of this Article in connection with any damage, destruction, Taking or Appropriation (or grant deed or other instrument in lieu) of all or any portion of the Premises, the Building, or the Land.

17. Assignment and Subletting.

17.1 Landlord's Consent Required. Tenant shall not voluntarily, involuntarily or by operation of any Laws sell, convey, mortgage, assign, sublet or otherwise transfer or encumber (collectively "Transfer") all or any part of Tenant's interest in this Lease or the Premises without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed except as otherwise provided in this Article, and any attempt to do so without this consent shall be null and void. If Tenant desires to Transfer its interest in this Lease to all or any part of the Premises, Tenant shall notify Landlord in writing. This notice shall state and/or be accompanied by: (a) the proposed effective date of the Transfer, which shall not

be less than 45 days after the date of delivery of the notice, (b) a description of the portion of the Premises to be transferred; (c) a statement setting forth the name and business of the proposed Transferee; (d) a copy of the proposed Transfer agreement (and any collateral agreements) setting forth all of the terms and the financial details of the Transfer (including, without limitation, the term, the Rent and any security deposit, "key money", calculation of "Transfer Premium" as defined in Article 17.5, and amounts payable for Tenant's Property and the common use of any personnel or equipment); (e) current financial statements of the proposed Transferee certified by an independent certified public accountant and other information requested by Landlord relating to the proposed Transferee; and (f) any other information concerning the proposed Transfer which Landlord may reasonably request. Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void, and of no effect, and constitute a default by Tenant under this Lease.

17.2 Consent by Landlord. Tenant agrees that the withholding of Landlord's consent shall be deemed reasonable if any of the following conditions are not satisfied:

(a) The proposed Transferee shall use the Premises only for the Permitted Use, and the business of the proposed Transferee is consistent with the other uses and the standards of the Building, in Landlord's reasonable judgment.

(b) On the date consent is requested, the proposed Transferee is reputable and has a net worth not less than the net worth of Tenant on the execution of this Lease, has a credit rating reasonably acceptable to Landlord, and otherwise has sufficient financial capabilities to perform all of its obligations under this Lease or the proposed sublease, in Landlord's reasonable judgment.

(c) Neither the proposed Transferee nor any person or entity that directly or indirectly controls, is controlled by, or is under common control with the proposed Transferee is an occupant of any part of the Building or has negotiated for space in the Building within a six (6) month period prior to the delivery of Tenant's written notice.

(d) The proposed Transfer would not cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would not give an occupant of the Building a right to cancel its lease.

(e) The terms of the proposed Transfer will not allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant, or occupy space leased by Tenant pursuant to any such right.

(f) Tenant is not in default and has not committed acts or omissions which with the running of time or the giving of notice or both would constitute a default under this Lease.

(g) Tenant has complied with the terms of this Article.

The conditions described above are not exclusive and shall not limit or prevent Landlord from considering additional factors in determining if it should reasonably withhold its consent.

17.3 Corporate and Partnership Transactions. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of

Tenant shall be deemed to be Transfer of this Lease subject to the provisions of this Article. However, these provisions shall not apply to transactions with a corporation into or with which Tenant is merged or consolidated or to which substantially all of Tenant's stock or assets are transferred or which controls, is controlled by, or is under common control with, Tenant, if a principal purpose of the merger or transfer is not the assignment of this Lease and Tenant's successor has a net worth not less than the net worth of Tenant on the execution of this Lease. Tenant shall cause reasonably satisfactory proof of such net worth to be delivered at least thirty (30) days prior to the effective date of the transaction. If Tenant is a partnership, a dissolution of the partnership (including a "technical" dissolution) or a transfer of the partnership interests to one or more partners which reduces the net worth of the partners shall be deemed an assignment of this Lease subject to the provisions of this Article, regardless of whether the transfer is made by one or more transactions.

17.4 No Release of Tenant. Notwithstanding the granting of Landlord's consent, no Transfer of this Lease or the Premises shall release or alter Tenant's primary liability to pay Rent and perform all of its other obligations hereunder. The acceptance of Rent by Landlord from any person other than Tenant shall not be a waiver by Landlord of any provision hereof. Consent to one Transfer shall not be deemed to be consent to any subsequent Transfer. If any Transferee of Tenant defaults in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without proceeding against or exhausting its remedies against the Transferee. After any Transfer, Landlord may consent to subsequent Transfers, or amendments to this Lease, without notifying Tenant or any other person, without obtaining consent thereto, and without relieving Tenant of liability under this Lease.

17.5 Transfer Premium. If Landlord consents to any Transfer, Tenant shall pay the following to Landlord as Additional Rent:

(a) Tenant shall pay to Landlord 50% of any "Transfer Premium" as defined in this Article. Transfer Premium shall mean all Rent or other consideration payable by such Transferee in excess of the Monthly Rent and Additional Rent payable by Tenant under this Lease and/or collateral agreements on a per rentable square foot basis if less than all of the Premises is transferred. Transfer Premium shall also include, but not be limited to, key money, and bonus money paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee, or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. The Monthly Rent used to calculate the Transfer Premium for a sublease shall be the Rent hereunder allocable to the subleased space for any period and shall be equal to the (Total Rent accruing during such period, multiplied by rentable area of the subleased space) / Total Area of the Premises.

(b) This Transfer Premium shall be paid by Tenant to Landlord as and when received by Tenant or, at Landlord's option, on written notice to the Transferee, Landlord may collect all or any portion of this Transfer Premium directly from the Transferee. Landlord's acceptance or collection of this Additional Rent will not be deemed to be consent to any Transfer or a cure of any default under this Article or the rest of the Lease.

17.6 Additional Terms. Within ten (10) days of written demand, Tenant shall pay the reasonable attorney's fees and other costs and expenses of Landlord in connection with any request for Landlord's consent to any Transfer.

(a) A sublease will be null and void unless it complies with the rest of this Lease and provides that: (i) it is subject and subordinate to this Lease and that if there is any conflict or inconsistency between the sublease and this Lease, this Lease will prevail; (ii) Landlord may enforce all the provisions of the sublease, including the collection of Rent; (iii) it may not be modified without Landlord's prior written consent and that any modification without this consent shall be null and void; (iv) if this Lease is terminated or Landlord re-enters or repossesses the Premises, Landlord may, at its option, take over all of Tenant's right, title and interest as sublessor and, at Landlord's option, the subtenant shall attorn to Landlord, but Landlord shall not be (x) liable for any previous act or omission of Tenant under the sublease, (y) subject to any existing defense or offset against Tenant, or (z) bound by any previous modification of the sublease made without Landlord's prior written consent or by any prepayment of more than one month's Rent; and (v) it is ineffective until Landlord gives its written consent thereto.

(b) An assignment will be null and void unless it complies with the terms of this Lease and provides that: (i) the assignee assumes all of Tenant's obligations under this Lease and agrees to be bound by all of the terms of this Lease; and (ii) it is ineffective until Landlord gives its written consent thereto.

(c) The sublease or assignment otherwise must exactly match the proposed sublease or assignment initially submitted by Tenant. A sublease or assignment will not be effective until a fully executed counterpart is delivered to Landlord and Landlord delivers its written consent thereto.

(d) This Article is binding on and shall apply to any purchaser, mortgagee, pledgee, assignee, subtenant or other transferee or encumbrancer, at every level.

(e) Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee of Tenant claims that Landlord has unreasonably withheld or delayed its consent under this Article or otherwise has breached or acted unreasonably under this Article, their sole remedy shall be a declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant waives all other remedies on its own behalf and, to the extent permitted under all Laws, on behalf of Tenant's proposed Transferee.

18. Quiet Enjoyment. So long as Tenant pays all Rent and performs all of its other obligations as required hereunder, Tenant shall during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof, and the terms of any Superior Leases and Mortgages (as defined in Article 19.1), and all other agreements or matters of record or to which this Lease is subordinate without interference by any persons lawfully claiming by or through Landlord. The foregoing covenants are in lieu of any other covenant express or implied.

19. Mortgagee Protection.

19.1 Subordination. Unless provided otherwise herein, this Lease is subject and subordinate to all present and future ground leases, lease-leaseback financing, underlying leases, mortgages, deeds of trust, or other encumbrances, renewals, modifications, consolidations, replacements, extensions thereof, or advances made thereunder, affecting all or any portion of the

Premises, the Building, or the Land ("Superior Leases and Mortgages"). However, in confirmation of such subordination, Tenant shall execute, acknowledge and deliver any instrument that Landlord or the lessor, mortgagee or beneficiary under any of the Superior Leases and Mortgages may request, within ten (10) days after request. (Each of these lessors, mortgagees or beneficiaries is called a "**Landlord's Mortgagee.**") However, if Landlord, Landlord's Mortgagee or any other successor to Landlord elects in writing, this Lease shall be deemed superior to the Superior Leases and Mortgages specified, regardless of the date of recording, and Tenant will execute an agreement confirming this election on request. If Landlord's Mortgagee or its successor or any successor to Landlord succeeds to Landlord's interests under this Lease, whether voluntarily or involuntarily, Tenant shall attorn to such person and recognize such person as Landlord under this Lease. To the extent permitted under law, Tenant waives the provisions of any current or future statute, rule, or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

19.2 Mortgagee's Liability. The obligations and liabilities of each of Landlord or Landlord's Mortgagees, or their successors, under this Lease shall exist only if and for so long as each of these respective parties owns fee title to the Land and the Building or is the lessee under a ground lease therefore. No Monthly Rent or Additional Rent shall be paid more than thirty (30) days prior to the due date thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a Landlord's Mortgagee) be a nullity as against Landlord's Mortgagees or their successors and Tenant shall be liable for the amount of such payments to Landlord's Mortgagees or their successors.

19.3 Mortgagee's Right to Cure. No act or omission by Landlord which would entitle Tenant under the terms of this Lease or any Laws to be relieved of Tenant's obligations hereunder, or to terminate this Lease, shall result in a release or termination of such obligations or this Lease unless: (a) Tenant first shall have given written notice of Landlord's act or omission to Landlord and all Landlord's Mortgagees whose names and addresses shall have been furnished to Tenant; and (b) Landlord's Mortgagees, after receipt of such notice, fail to correct or cure the act or omission within a reasonable time thereafter (but in no event less than sixty (60) days). However, nothing contained in this Section shall impose any obligation on Landlord's Mortgagees to correct or cure any act or omission.

20. Estoppel Certificates. Tenant shall from time to time, within ten (10) days after request by Landlord, execute and deliver to Landlord or any other person designated by Landlord an Estoppel certificate, in form satisfactory to Landlord, which certifies: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, describes them); (b) the expiration date of the Lease Term and that there are no agreements with Landlord to extend or renew the Lease Term or to permit any holding over (or if there are any such agreements, describes them and specifies the periods of extension or renewal); (c) the date through which the Monthly Rent and Additional Rent have been paid; (d) that Landlord is not in default in the performance of any of its obligations under this Lease (or, if there are any such defaults, describes them); (e) that Tenant is not entitled to any credits, offsets, defenses or deductions against payment of the Rent hereunder (or, if they exist, describes them); and (f) such other information concerning this Lease or Tenant as Landlord or any other person designated by Landlord reasonably shall request. An Estoppel certificate issued by Tenant pursuant to this Article shall be a representation and warranty by Tenant which may be relied on by Landlord and by others with whom Landlord may be dealing,

regardless of independent investigation. If Tenant fails to execute and deliver an Estoppel certificate as required hereunder, Landlord's representations concerning the factual matters covered by such Estoppel certificate, as described above, shall be conclusively presumed to be correct and binding on Tenant.

21. Default. The occurrence of any one or more of the following events shall be a default and breach under this Lease by Tenant:

- (a) The vacation or abandonment of all or any portion of the Premises by Tenant for ten (10) consecutive days.
- (b) The failure to accept tender of possession of the Premises or any significant portion thereof.
- (c) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder for a period of Ten (10) days after such payment is due.
- (d) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraphs (b), (d), (e), (f), (g), (h) and (i) of this Article, where such failure shall continue for a period of fifteen (15) days after written notice thereof by Landlord to Tenant. However, if the nature of these defaults is such that more than fifteen (15) days are reasonably required to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the fifteen (15) day period and thereafter diligently completes the cure within sixty (60) days.
- (e) The making by Tenant or any guarantor of this Lease of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant or any guarantor of this Lease of a petition or order for relief under any Laws relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or any guarantor of this Lease, the petition is dismissed within sixty (60) days); or the appointment of a trustee, custodian or receiver to take possession of substantially all of Tenant's assets or the assets of any guarantor of this Lease or of Tenant's interest in this Lease where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this Lease, unless discharged within thirty (30) days.
- (f) The service by Landlord of a three-day notice under California Code of Civil Procedure Section 1161 on three or more occasions if the previous service of the three-day notices did not result in the termination of this Lease.
- (g) A sale, conveyance, mortgage, pledge, assignment, sublease or other transfer or encumbrance, or any attempt to do so, in violation of Article 17.
- (h) Tenant's failure to deliver the Estoppel certificate within the time required under Article 20, or any written instrument required under Article 19 within the time required.
- (i) A default under or the repudiation of any guaranty of Tenant's obligations under this Lease.
- (j) Tenant's failure to maintain the insurance policies required hereunder.

(k) The death of Tenant or, if Tenant is comprised of more than one (1) individual, the death of any of the individuals comprising Tenant.

(l) Tenant's failure to observe or perform according to the provisions of Articles 9, 10.4, and 11 within five (5) business days after notice from Landlord.

Except for the defaults specified in subparagraphs (c) and (d), all other defaults are not curable by Tenant.

22. Remedies for Default.

22.1 General. In the event of any default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, including but not limited to terminating this Lease, barring the Tenant from reentering the Premises, and removing all persons and property therefrom, which property may be stored by Landlord at a warehouse or elsewhere at risk, expense, and for the account of Tenant. If Landlord elects to terminate this Lease, Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all Liabilities incurred by Landlord or Landlord's Affiliates by reason of Tenant's default, including but not limited to: (i) the worth at the time of the award of the unpaid Monthly Rent and Additional Rent which had been earned or was payable at the time of termination; (ii) the worth at the time of the award of the amount by which the unpaid Monthly Rent and Additional Rent which would have been earned or payable after termination until the time of the award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Monthly Rent and Additional Rent which would have been paid for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all Liabilities proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Premises, the Building and the Land after such default, the cost of recovering possession of the Premises, advertising expenses incurred, expenses of reletting, including necessary renovation or alteration of the Premises or any portion thereof, whether for the same or different use, and any special concessions made to obtain the new tenant, Landlord's attorneys' fees and costs incurred in connection therewith, and any real estate commissions paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of eighteen percent (18%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant abandons the Premises, Landlord shall have the option of (x) taking possession of the Premises and recovering from Tenant the amount specified in this subparagraph, or (y) proceeding under the provisions of subparagraph (b) below.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be

entitled to enforce all of Landlord's rights and remedies under this Lease and at law or in equity, including the right to recover the Rent and other sums and charges as they become due hereunder.

(c) Nothing in this Article 22 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to the termination of this Lease for personal injuries or property damage under the indemnification clause or clauses contained in this Lease.

(d) All rights, powers and remedies of Landlord hereunder and under any other agreement now or hereafter in force between Landlord and Tenant shall be in addition to all rights, powers and remedies given to Landlord by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

22.2 Redemption. Tenant waives any and all rights of redemption granted by or under any Laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

22.3 Performance by Landlord. If Tenant defaults under this Lease, Landlord, without waiving or curing the default, may, but shall not be obligated to, perform Tenant's obligations for the account and at the expense of Tenant. Notwithstanding Article 21(c), in the case of an emergency, Landlord need not give any notice prior to performing Tenant's obligations.

22.4 Post-Judgment Interest. The amount of any judgment obtained by Landlord against Tenant in any legal proceeding arising out of Tenant's default under this Lease shall bear interest until paid at the maximum rate allowed by law, or, if no maximum rate prevails, at the rate of twelve percent (12%) per annum. Notwithstanding anything to the contrary contained in any Laws, with respect to any damages that are certain or ascertainable by calculation, interest shall accrue from the day that the right to the damages vests in Landlord, and in the case of any unliquidated claim, interest shall accrue from the day the claim arose.

22.5 Tenant's Waiver. To the extent permitted under law, in the event of any default, breach or violation of Tenant's rights under this Lease by Landlord, Tenant's remedies shall be an action for actual damages. Tenant hereby waives the benefit of any law granting it the right to perform Landlord's obligation.

23. Holding Over. Tenant shall not hold over in the Premises after the expiration or sooner termination of the Lease Term without the express prior written consent of Landlord. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against, any and all Liabilities arising out of or in connection with any delay by Tenant in surrendering and vacating the Premises, including, without limitation, any claims made by any succeeding tenant based on any delay and any Liabilities arising out of or in connection with these claims. If possession of the Premises is not surrendered to Landlord on the expiration or sooner termination of the Lease Term, in addition to any other rights and remedies of Landlord hereunder or at law or in equity, Tenant shall pay to Landlord for each month or portion thereof during which Tenant holds over in the Premises a sum equal to one hundred fifty percent (150%) of the then-current Monthly Rent in addition to all other Rent payable under this Lease. If any tenancy is created by Tenant's holding over in the Premises, the tenancy shall be on all of the terms and conditions of this Lease, except that Rent shall be increased as set forth herein

and the tenancy shall be a month-to-month tenancy. Nothing in this Article 23 shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Lease Term.

24. Indemnification and Exculpation.

24.1 Indemnification. In addition to any other indemnities required of Tenant hereunder, Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from, any and all Liabilities arising from or in connection with Tenant's (including Tenant's Affiliate or any person claiming under or through them), performance and obligations hereunder, or its failure to comply with any current or prospective law, except for such loss or damage caused by the sole negligence or willful misconduct of Landlord, including but not limited to, (a) the use and occupancy of the Premises by Tenant or Tenant's Affiliates; (b) the conduct of Tenant's business; (c) any breach or default by Tenant under this Lease; (d) claims by any assignee, subtenant, broker or other person if Landlord declines to consent to any assignment, sublease or other transfer or encumbrance or terminates this Lease pursuant to Article 17; and (e) any other acts or omissions of Tenant or Tenant's Affiliates or persons claiming through or under them. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

24.2 Damage to Persons or Property. Tenant assumes the risk of all Liabilities it may incur, including, but not limited to, damage or injury to persons, property and the conduct of Tenant's business (and any loss of revenue therefrom), the loss of use or occupancy of the Premises, and the items enumerated below in this Section, and waives all claims against Landlord and Landlord's Affiliates in connection therewith. Landlord and Landlord's Affiliates shall not be liable for any Liabilities incurred by Tenant or Tenant's Affiliates (including, but not limited to, the Liabilities described above in this Section) arising from or in connection with: (a) acts or omissions of any tenant of the Building or any other persons (including, but not limited to, any parking garage operators or their employees); (b) explosion, fire, steam, electricity, water, gas or rain, pollution or contamination; (c) the breakage, leakage, obstruction or other defects of plumbing, HVAC, electrical, sanitary, safety, elevator or other utilities and systems of the Building or the failure to furnish any of the foregoing; (d) any work, maintenance, repair, rebuilding or improvement performed by or at the request of Landlord or Landlord's Affiliates for the Premises, the Building or the Land; (e) any entry by Landlord or Landlord's Affiliates on the Premises; (f) any defects in the Premises, the Building, the Land or any portions thereof; (g) any interference with light or other incorporeal hereditaments; and (h) any other acts, omissions or causes. Nothing in this Section exempts Landlord for liability caused solely by its gross negligence or willful misconduct, but Landlord shall not be liable under any circumstances for consequential or punitive damages (including, but not limited to, damage or injury to persons, property and the conduct of Tenant's business [and any loss of revenue therefrom]). Tenant immediately shall notify Landlord of any defects in the Premises or the Building or any portion thereof and of any damage or injury thereto or to persons or property in or about the Premises or the Building.

24.3 Satisfaction of Remedies. Landlord and Landlord's Affiliates shall not be personally liable for the performance of Landlord's obligations under this Lease. If Tenant or Tenant's Affiliates acquire any rights or remedies against Landlord or Landlord's Affiliates (including, but not limited to, the right to satisfy a judgment), these rights and remedies shall be satisfied solely from Landlord's estate and interest in the Land and the Building (or the proceeds

therefrom) and not from any other property or assets of Landlord or Landlord's Affiliates. This Section shall be enforceable by Landlord and Landlord's Affiliates.

25. Rules and Regulations. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time in its sole discretion to make all reasonable additions and modifications to the rules and regulations. Any additions and modifications to the rules and regulations shall be binding on Tenant when delivered to Tenant. Landlord shall not incur any Liabilities to Tenant or Tenant's Affiliates arising from or in connection with the nonperformance of any rules and regulations by any other tenants or occupants of the Building. Landlord's current rules and regulations are attached hereto as Exhibit "G."

26. Taxes.

26.1 Tenant shall be solely responsible for payment of any and all "Real Property Taxes" levied or assessed against the Premises or Tenant's interest under this Lease, including without limitation Tenant's Share of any taxes levied against the common areas, Land or Building. "Real Property Taxes" include, but are not limited to: any fees, including license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Premises, Land or the Building; any property taxes and assessments levied on Tenant's possessory interest in the Premises, Land or Building; any tax on Landlord's right to receive, or the receipt of, rent or income from the Premises, Land or Building; any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Premises, Land or the Building; any tax imposed on this transaction or based on a reassessment of the Premises, Land or the Building due to a change in ownership or transfer of all or part of Landlord's interest in this Lease, the Premises, Land or the Building; and any charge or fee replacing any tax previously included within this definition. Real Property Taxes do not include Landlord's federal or state net income, franchise, inheritance, gift, or estate taxes.

26.2 In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord hereby informs Tenant that by entering into this Lease a possessory interest in Tenant subject to property taxes may be created, and if so, Tenant or other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Tenant shall be solely responsible for payment of any possessory interest tax levied or assessed against the Premises, improvements on the Premises, this Lease, or Tenant's Share of the Land or Building. If at any time Tenant is not separately assessed for its possessory interest and/or improvements on the Premises, Tenant shall, as Additional Rent pay to Landlord that portion of any assessment levied against or upon the Premises, the improvements on the Premises, the Building or Landlord's interest therein that represents the value of the Tenant's leasehold interest and value of the improvements of the Premises that would have been assessed and levied upon the Premises had it been assessed as such possessory interest in the Premises.

26.3 The amount of any tax or excise payable by or assessed against Tenant or the Premises, including without limitation, Real Property Taxes shall be paid by Tenant before it becomes delinquent. Tenant shall pay, or cause to be paid, before delinquency, any and all other taxes levied or assessed against Tenant's Property, Tenant's possessory interest in the Premises, Land and Building, and any leasehold improvements in the Premises which were made for Tenant or at its request. If any or all of Tenant's Property or any of these leasehold improvements are

assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes.

27. Brokers. Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker, finder, or similar person who is or might be entitled to a commission or other fee in connection with introducing Tenant to the Building or in connection with this Lease, except for Landlord's Broker and Tenant's Broker as may be named in Article 2. Landlord shall pay the commission due to Landlord's Broker and Tenant's Broker pursuant to a separate agreement between Landlord and such Brokers. Landlord and Tenant shall indemnify each other for, and hold the other harmless from and against, any and all claims that the indemnified party may have as a result of a breach of the foregoing representation.

28. Parking. Tenant acknowledges that no parking is provided to Tenant pursuant to this Lease. Tenant may, on a space available basis, purchase parking spaces from the City per the terms of this lease agreement. Parking rates shall be determined by Landlord at its sole discretion. Landlord at all times shall have the right to designate the particular parking area and spaces, if any, to be used by any or all of such Tenant's employees, suppliers, customers, visitors, or the like, and any such designation may be changed from time to time. Attached hereto as Exhibit "D" is a copy of the City's Parking Fee Schedule, which schedule shall be subject to change from time to time by City and/or its parking facility operator.

29. Authority to Enter into Lease. If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the by-laws of said corporation, and that this Lease is binding on the corporation in accordance with its terms. If Tenant is a partnership, each individual executing this Lease on behalf of the partnership represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the partnership, in accordance with the partnership agreement and any statements of partnership or certificates of limited partnership of the partnership, and that this Lease is binding on the partnership in accordance with its terms. Tenant shall, within thirty (30) days of the execution of this Lease, deliver to Landlord: (a) if Tenant is a corporation, a certified copy of a resolution of the board of directors of the corporation; or (b) if Tenant is a partnership, a copy of the Statement of Partnership or Certificate of Limited Partnership of Tenant; and (c) other evidence reasonably satisfactory to Landlord authorizing or ratifying the execution of this Lease.

30. Relocation. Notwithstanding any contrary provision of this Lease, if due to excessive noise, Landlord requires the Tenant to relocate within the property or for other reasons related to Landlord's occupancy plans for the Building, then at any time during the Lease Term Landlord shall have the right, upon providing Tenant prior written notice (the "Relocation Notice"), to provide and furnish Tenant with space elsewhere in the Building or another building in the Redondo Beach Pier Plaza project comparable to the Premises and to move and place Tenant in such new space, at Landlord's sole cost and expense. Such space shall be approximately the same size as the existing Premises and shall be improved by Landlord prior to Tenant's relocation with leasehold improvements comparable to those in the existing Premises. However, if the new space does not meet with Tenant's approval, Tenant may cancel this Lease upon written notice to Landlord, which notice must be received by Landlord within ten (10) days after delivery to Tenant

of the Relocation Notice, and this Lease shall terminate sixty (60) days thereafter (as if such date were the date originally provided herein for the expiration of the Lease Term) and neither party shall have any further rights or obligations hereunder. Tenant's failure to timely deliver notice to Landlord of Tenant's election to cancel this Lease shall be deemed an acceptance by Tenant of the new space set forth in the Relocation Notice, and Tenant shall vacate the Premises in accordance with said notice and/or the terms of any subsequent notice from Landlord to Tenant. Landlord shall reimburse Tenant, within thirty (30) days after Landlord's receipt of invoices and paid receipts, for the reasonable moving, telephone installation and stationery reprinting costs actually paid for by Tenant in connection with such relocation. If Landlord moves Tenant to such new space, then this Lease and each and all of the terms, covenants and conditions hereof shall remain in full force and effect and be deemed applicable to such new space except that revised Exhibit "A" showing the location of the new space shall become a part of this Lease and Landlord and Tenant shall promptly thereafter execute an amendment to this Lease containing such revised Exhibit "A" and with the Basic Terms of this Lease, as contained in Article 2, amended, if necessary, to include and state all correct data as to the new space. Notwithstanding the foregoing provisions of this Article to the contrary, if the new space contains more floor area than the original Premises, Tenant shall not be obligated to pay any more Monthly Rent or Operating Expenses than otherwise applicable to the original Premises. Landlord and Tenant agree to cooperate fully in order to minimize the inconvenience of Tenant resulting from such relocation.

Tenant understands and agrees that Tenant is not eligible to be a "displaced person" under the California Relocation Act, which provides that a "displaced person" shall not include any person whose right of possession at the time of moving arose after the date of the public entity's acquisition of the real property. Tenant understands that Tenant is a "post-acquisition tenant" pursuant to the Relocation Assistance and Real Property Acquisition Guidelines of the California Department of Housing and Community Development, 25 Cal. Code Regs. §6000, et seq. Tenant understands that pursuant to Section 6034(b) of the California Code of Regulations, Tenant shall not be entitled to any relocation benefits or assistance if Tenant is temporarily or permanently displaced from the Premises, other than the payment which is required in the following paragraph, whether the displacement is a result of the expiration of the Term, Landlord's termination of the Lease pursuant to this Section, Landlord's pursuit of an unlawful detainer proceeding against Tenant, or for any other reason. Tenant hereby knowingly and voluntarily waives any rights Tenant may have to claim or receive any relocation assistance or benefits under state or federal law, and agrees not to file any claim or take any other action to receive such assistance or benefits.

It is strictly understood, and Tenant hereby agrees, that the Landlord reserves the unilateral right at any time, in Landlord's sole and absolute discretion, to relocate Tenant or terminate this Lease immediately if it is the opinion of the City that the parking structure is unsafe for the Tenant or the public; or upon Ninety calendar days written notice if the City intends to replace or improve the parking structure to an extent that relocation of Tenant is necessary.

31. General Provisions

31.1 Joint Obligation. If Tenant consists of more than one person or entity, the obligations of such persons or entities as Tenant shall be joint and several.

31.2 Marginal Headings. The titles to the Articles and Sections of this Lease are not a part of this Lease and shall have no effect on the construction or interpretation.

31.3 Time. Time is of the essence for the performance of each and every provision of this Lease.

31.4 Successors and Assigns. Subject to the restrictions contained in Article 17 above, this Lease binds the heirs, executors, administrators, successors and assigns of the parties hereto.

31.5 Recordation. The parties agree to record this Lease or a short form memorandum hereof pursuant to California Government Code Section 37393.

31.6 Late Charges. Tenant acknowledges that late payment of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any Superior Leases and Mortgages. Accordingly, if any installment of Monthly Rent or payment of Additional Rent due from Tenant is not received by Landlord or Landlord's designee within ten (10) days after the amount is due, Tenant shall pay to Landlord a late charge equal to six percent (6%) of the overdue amount. Acceptance of late charges by Landlord shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder or at law or in equity.

31.7 Prior Agreements; Amendment, Waiver. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. All waivers hereunder must be in writing and specify the breach, act, omission, term, covenant or condition waived, and acceptance of Rent or other acts or omissions by Landlord shall not be deemed to be a waiver. The waiver by Landlord of any breach, act, omission, term, covenant or condition of this Lease shall not be deemed to be a waiver of any other or subsequent breach, act, omission, term, covenant or condition.

31.8 Inability to Perform. Landlord shall not be in default hereunder nor shall Landlord be liable to Tenant or Tenant's Affiliates for any Liabilities if Landlord is unable to fulfill any of its obligations, or is delayed in doing so, if the inability or delay is caused by reason of accidents, breakage, strike, labor troubles, acts of God, or any other cause, whether similar or dissimilar, which is beyond the reasonable control of Landlord.

31.9 Legal Proceedings. In any action or proceeding involving or relating in any way to this Lease, the court or other person or entity having jurisdiction in such action or proceeding shall award to the party in whose favor judgment is entered the reasonable attorneys' fees and costs incurred. The party in whose favor judgment is entered may, at its election submit proof of fees and costs as an element of damages before entry of judgment or after entry of judgment in a post-judgment cost bill. Tenant also shall indemnify Landlord for, and hold Landlord harmless from and against, all Liabilities incurred by Landlord if Landlord becomes or is made a party to any proceeding or action: (a) instituted by Tenant (except to the extent resulting from Landlord's breach or material default hereunder), or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant;

(b) otherwise arising out of or resulting from any act or omission of Tenant or such other person; or (c) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. In any circumstance where Tenant is obligated to indemnify or hold harmless Landlord or Landlord's Affiliates under this Lease, Tenant also shall defend Landlord and Landlord's Affiliates with counsel acceptable to Landlord or, at Landlord's election, Landlord or Landlord's Affiliates may employ their own counsel and Tenant shall pay when due all attorneys' fees and costs therefore.

31.10 Conveyance of Premises. As used herein the term "**Landlord**" means only the current owner or owners of the fee title to the Building or the lessee under a ground lease of the Land. Upon each conveyance (whether voluntary or involuntary) of the Building, the conveying party shall be relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease or arising out of any act, occurrence or omission occurring after the date of such conveyance. Landlord may sell, assign, convey, encumber or otherwise transfer all or any portion of its interests in this Lease, the Premises, the Building or the Land.

31.11 Name. Tenant shall not use the name of the Building or of the development in which the Building is situated, if any, for any purpose other than as an address of the business to be conducted by Tenant in the Premises.

31.12 Severability. Any provision of this Lease which shall be held invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect.

31.13 Cumulative Remedies. No right, remedy or election hereunder or at law or in equity shall be deemed exclusive but shall, wherever possible, be cumulative with all other rights, remedies or elections.

31.14 Choice of Law. This Lease shall be governed by the laws of the State of California applicable to transactions to be performed wholly therein.

31.15 Signs. Tenant shall not place any sign on the Premises or the Building or which is visible from anywhere outside of the Premises, without Landlord's prior written consent. Landlord shall, at Landlord's cost, install one exterior sign identifying Tenant's business in the Premises above the door of the Premises (which sign shall be subject to the Rules and Regulations for the Building and Landlord's sign criteria). In addition, Tenant shall have the right to use up to two (2) lines in the Building directory to identify Tenant's business. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all of Tenant's signage and repair any damage to the Building caused by such removal.

31.16 Landlord's Consent. Whenever Landlord's consent or approval is required hereunder, Landlord shall not unreasonably delay the granting or withholding of its consent or approval. Except where it is expressly provided that Landlord will not unreasonably withhold its consent or approval, Landlord may withhold its consent or approval arbitrarily and in its sole and absolute discretion.

31.17 Presumptions. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party drafting the document. It shall be construed

neither for nor against Landlord or Tenant, but shall be given reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

31.18 Exhibits. All exhibits and any riders annexed to this Lease including, without limitation, Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J", as applicable, are incorporated herein by this reference.

31.19 Submission of Lease. The submission of this Lease to Tenant or its broker, agent or attorney for review or signature does not constitute an offer to Tenant to lease the Premises or grant an option to lease the Premises. This document shall not be binding unless and until it is executed and delivered by both Landlord and Tenant.

31.20 Meaning of Terms. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine and neuter genders shall each include the others, and the word "person" shall include corporations, partnerships or other entities.

31.21 Notices. All notices, demands or communications required or permitted under this Lease (the "Notices") shall be in writing and shall be personally delivered, sent by overnight courier, or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address set forth in Article 2. Notices to Landlord shall be delivered to the address set forth in Article 2, or such other address as Landlord may specify in writing to Tenant. Notices shall be effective upon receipt.

31.22 Lease Guaranty. This Lease is subject to and conditioned upon Tenant's delivery to Landlord, concurrently with Tenant's execution and delivery of this Lease, of a Lease Guaranty in the form of and upon the terms contained in Exhibit "E" attached hereto and incorporated herein by this reference, which shall be fully executed by the Guarantor(s) specified in Article 2 and Exhibit "E".

32. ADA and CASp Disclosure Information.

32.1 CASp Disclosure. It is acknowledged that California law requires building owners to disclose to prospective tenants any inspection reports obtained from a certified access specialist ("CASp") regarding compliance of the subject property with the applicable construction-related accessibility standards under state law prior to the execution of a lease agreement (see California Civil Code Section 1938, "CASp Disclosure Requirements"). The Premises [*check applicable disclosure*]

☒ have not undergone an inspection by a CASp.

☐ have undergone an inspection by a CASp and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

☐ have undergone an inspection by a CASp and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

32.2 Inspection Information. If an inspection was performed by a CASp and a report provided, Tenant hereby acknowledges receipt of the documents required to be delivered by

Landlord in order to comply with the CASp Disclosure Requirements applicable to the Premises (the "CASp Information"). Tenant acknowledges and agrees that the CASp Information is provided for the sole purpose of complying with the CASp Disclosure Requirements and shall not be deemed or construed as a representation or warranty under this Lease and may not be relied upon as a representation of current or future compliance with the applicable construction-related accessibility standards under state law. Tenant further covenants and agrees to keep the CASp Information strictly confidential and shall not disclose anything contained therein to any other parties, except (i) as necessary for Tenant to complete repairs and corrections of any violations of construction-related accessibility standards, and (ii) with the express written consent of Landlord

32.3 No Inspection and Statutory Notice. If no CASp inspection was done, or no disability access inspection certificate issued as described in Civil Code Section 55.53(e), or modifications/alterations have been performed since the date of the CASp Information, then Landlord hereby advises Tenant that the existing Premises have not undergone a CASp inspection, and except to the extent expressly set forth in this Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

"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 the 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."

Tenant agrees that any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord's prior written consent.

32.4 ADA Compliance. Landlord makes no warranty or representation as to whether or not the Premises comply with the Americans with Disabilities Act (ADA) or any similar legislation because compliance with the ADA is dependent upon Tenant's specific use of the Premises. In the event that Tenant's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Tenant agrees to make any such necessary modifications and/or additions at Tenant's sole expense subject to all approval and other requirements for improvements, including without limitation, Alterations, as set forth in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in Redondo Beach, California, as of this 17th day of June, 2025.

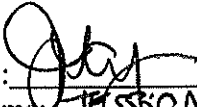
LANDLORD

TENANT

CITY OF REDONDO BEACH

**OPEN LINES SPEECH AND
COMMUNICATION, P.C.**

James A. Light
Mayor

By: 
Name: JESSICA GALGANO
Title: CEO

ATTEST:

APPROVED:

Eleanor Manzano
City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

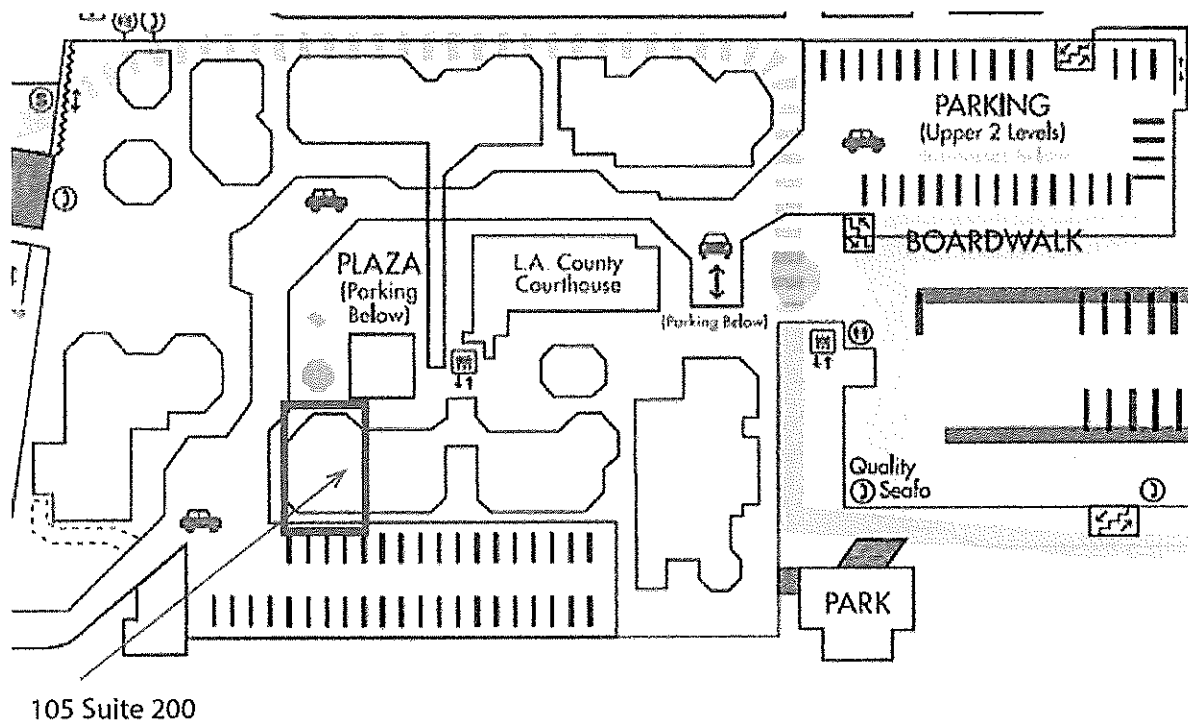
Joy A. Ford
City Attorney

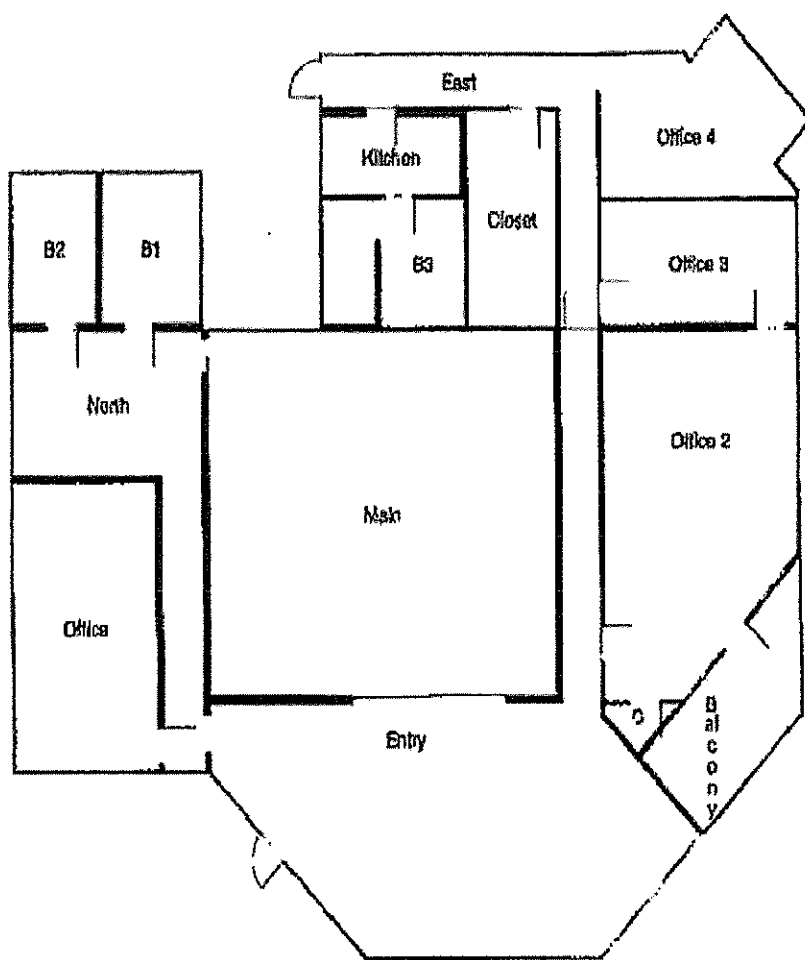
*A. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Lease must be signed by two officers, one being the Chairman of the Board, the President or a Vice President, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Lease is signed by one person acting in two capacities, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

B. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in a state other than California, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

EXHIBIT A**PREMISES FLOOR PLAN AND SITE PLAN**

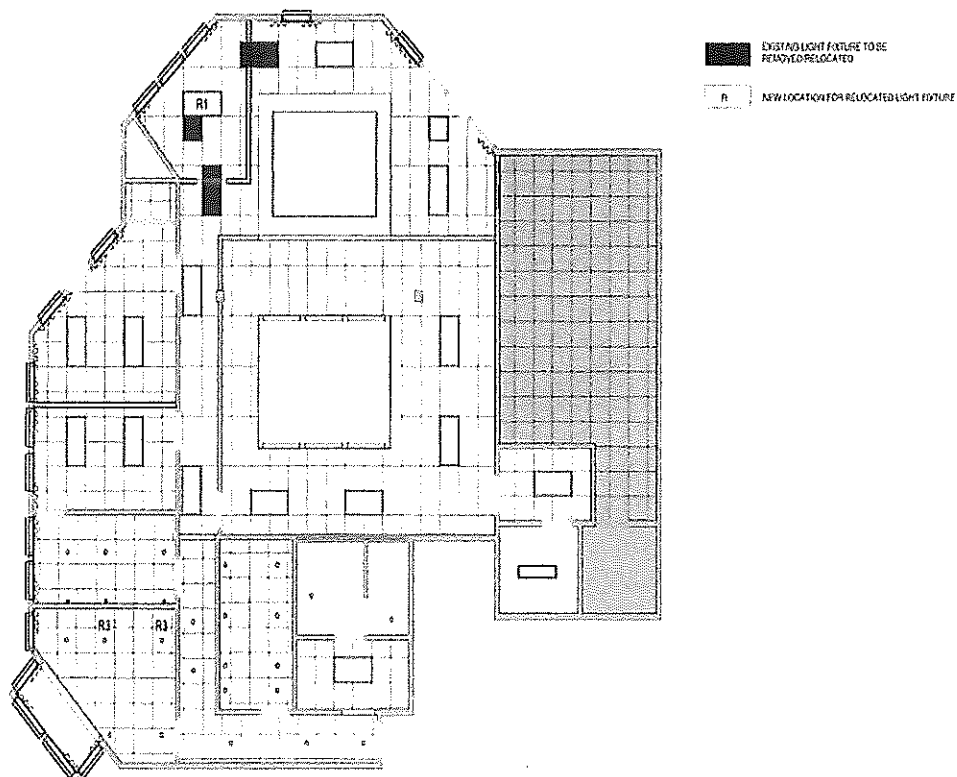
105 W Torrance Blvd suite #200





PROPOSED FLOORPLAN

RCP Plan



OPEN
LINES

AUGUST 18, 2023 **Gensler**

EXHIBIT B**DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES**

Description of Premises: Space located at 105 W Torrance Blvd suite #200, Redondo Beach, CA 90277 consisting of approximately 2,494 rentable square feet.

Trade Name: Open Lines Speech and Communication, P.C.

Use of Premises: Offices for speech pathology and communication training and coaching, including nutrition, wellness and mindful movement education, and other non-clinical services, provided that Tenant obtains all necessary licenses, permits, and permissions from the Landlord and appropriate governmental agencies.

EXHIBIT C LEASE

GUARANTY

(Not Applicable)

THIS LEASE GUARANTY ("Guaranty") is made by Corporate Guarantor in favor of the CITY OF REDONDO BEACH, a chartered city and municipal corporation ("Landlord"), in connection with that certain lease dated as of June 17, 2025 (the "Lease") pursuant to which Landlord is to lease to Open Lines Speech and Communication, P.C. ("Tenant") those premises generally referred to as 105 W Torrance Blvd suite #200, Redondo Beach, California 90277 (the "Premises").

A. Landlord requires this Guaranty as a condition to its execution of the Lease and the performance of the obligations to be performed under the Lease by Landlord.

B. Guarantor has agreed to provide this Guaranty to induce Landlord to enter into the Lease with Tenant and perform its obligations under the Lease.

In consideration of Landlord's agreement to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with Landlord as follows:

1. The Lease is hereby incorporated into and made a part of this Guaranty by this reference.
2. Guarantor hereby unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all sums of rent and other amounts payable under the Lease and the full and punctual performance of all terms, covenants and conditions in the Lease to be kept, performed and/or observed by Tenant. Guarantor's obligations under this Guaranty.
3. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) the Lease may be extended and any other term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of Tenant under the Lease as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; (e) Landlord may permit Tenant to holdover the Premises beyond the Lease Term; and (f) all or any part of the Premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Without in any way limiting the foregoing, Guarantor agrees not to unreasonably withhold its consent to any sublease, assignment of the Lease or other modification of the Lease which is agreed to by Landlord and Tenant.
4. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding against Guarantor; (b) any defense based on the genuineness, validity, regularity or enforceability of the Lease; (c) any right or defense that may arise by reason

of the incapacity, lack of authority, death or disability of Tenant or any other person; and (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2809, 2810 and 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

5. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantor, notices of nonperformance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

6. Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if Landlord's actions shall impair any security or collateral of Guarantor; (b) any security or collateral held by Landlord; (c) require Landlord to proceed against or exhaust any security or collateral before proceeding against Guarantor; (d) require Landlord to pursue any right or remedy for the benefit of Guarantor. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2819, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

7. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Guarantor's obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment of the Lease or any payment under this Guaranty by a trustee of Tenant in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Until all the Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation or reimbursement against the Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) subordinates any liability or indebtedness of the Tenant now or hereafter held by Guarantor to the obligations of the Tenant under, arising out of or related to the Lease or Tenant's use of the Premises; and (c) acknowledges that the actions of Landlord may affect or eliminate any rights of subrogation or reimbursement of Guarantor as against Tenant without any liability or recourse against Landlord. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Section 2848 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

9. Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) days prior written notice from Landlord, Guarantor agrees to provide Landlord with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to Landlord. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, audited by an independent certified public accountant. Guarantor represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

10. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

11. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

12. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

13. Guarantor hereby agrees to indemnify, protect, defend and hold Landlord harmless from and against, all losses, costs and expenses including, without limitation, all interest, default interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease.

14. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The

term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee or subtenant of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sublessee.

15. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors shall enter into a proceeding for the dissolution of marriage, or in the event of death of any or all Guarantors, notice of such occurrence or event shall be promptly furnished to Landlord by such Guarantor or such Guarantor's fiduciary. This Guarantee shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

16. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, return receipt requested in accordance with the notice provisions of the Lease. The Tenant shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Tenant at the address set forth in the Lease shall constitute proper notice to Guarantor for all purposes. Notices to Landlord shall be delivered to Landlord's address set forth in the Lease. Landlord, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

17. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. Guarantor hereby waives any right to trial by jury and further waives and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon Landlord and Tenant is not binding upon Guarantor.

18. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.

19. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

20. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof.

21. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this

EXHIBIT D**TENANT ESTOPPEL CERTIFICATE**

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of June 17, 2025, by and between City of Redondo Beach, a chartered city and municipal corporation, as "Landlord," and the undersigned, as "Tenant," for the Premises outlined on Exhibit A attached to this Certificate and incorporated in it by this reference, which Premises are commonly known as Tenant Space number 105 W Torrance Blvd suite #200, Redondo Beach, California, certifies as follows:

1. The undersigned has commenced occupancy of the Premises described in the Lease. The Commencement Date under the Lease is June 17, 2025. All space and improvements leased by Tenant have been completed in accordance with the provisions of the Lease, and Tenant has accepted and taken possession of the Premises. If any, all contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full.

2. The Lease is in full force and effect as of the date of this Certificate and has not been modified, supplemented, or amended in any way except as follows:

_____.

3. The Lease represents the entire agreement between the parties as to the Premises.

4. Minimum Monthly Rent became payable on _____.

5. The Term began on June 17, 2025 and continues until June 16, 2030.

6. Except as indicated in paragraph 7 below, no rent has been paid in advance and no security deposit has been deposited with Landlord, except for the Security Deposit in the amount of \$_____ deposited with Landlord in accordance with the Lease. There are no setoffs or credits against any rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to Tenant, except as follows:

_____.

7. Minimum Monthly Rent in the sum of \$_____ per month has been paid through the month of _____, 20____. Monthly Percentage Rent in the sum of \$_____ per month has been paid through the month of _____, 20____. Tenant's Monthly Expense Share in the sum of \$_____ per month has been paid through the month of _____, 20____. Tenant's Association Share in the sum of \$_____ per month has been paid through the month of _____, 20____. Additional Rent in the sum of \$_____ has been paid through _____, 20____ for the following:

_____.

8. As of the date of this Certificate, the undersigned has no defenses or offsets against any of Tenant's obligations under the Lease and there are no uncured defaults of Landlord or any events that (with or without the giving of notice, the lapse of time, or both) constitute a default of Landlord or Tenant under the Lease, except _____.

9. The undersigned has no rights of first refusal or options to (a) purchase all or any portion of the Premises or the Pier Plaza; or (b) renew or extend the Term, except as provided in the Lease.

10. The undersigned has not received nor is it aware of any notification from the Department of Building and Safety, the Health Department, or any other city, county, or state authority having jurisdiction that work is required to be done to the improvements constituting the Premises or the Pier Plaza or that the existing improvements in any way violate existing laws, ordinances, or regulations. Tenant has no actual or constructive knowledge of any processing, use, storage, disposal, release, or treatment of any hazardous or toxic material or substance on the Premises except as follows: _____.

11. The undersigned has no knowledge of any actions, suits, material claims, legal proceedings, or any other proceedings, including threatened or pending eminent domain proceedings, affecting the Premises, at law or in equity, before any court or governmental agency, domestic or foreign. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against Tenant or any guarantor of Tenant's obligations under the Lease.

12. The undersigned has not assigned, sublet, encumbered, pledged, hypothecated, transferred, or conveyed (or suffered any of the preceding) any interest in the Lease or the Premises.

13. The undersigned represents and warrants that to the best of its knowledge all statements contained in this Certificate are true and correct.

14. The undersigned acknowledges that this Certificate may be delivered to any proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest to Landlord, of all or any portion of the Premises or the Boardwalk. The undersigned acknowledges that it recognizes that if the same is done, the proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest will be relying on the statements contained in this Certificate in making the lease, purchase, or loan (or in accepting an assignment of the Lease as collateral security), and that receipt by it of this Certificate is a condition of the making of such lease, purchase, or loan. Tenant will be estopped from denying that the statements made in this Certificate by Tenant are true.

15. The undersigned representative of Tenant hereby certifies that they are duly authorized to execute and deliver this Certificate on behalf of Tenant.

Executed at _____ on _____, 20__.

TENANT: Open Lines Speech and Communication, P.C.

By: _____ Title: _____

EXHIBIT E

SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding shopping experience and for the mutual benefit of all tenants. Conformance will be strictly enforced; and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the tenant. All criteria contained herein shall conform to all resolutions, ordinances, general policies and rules of the city of Redondo Beach and the city of Redondo Beach Harbor Department (the City's ordinances, resolutions, etc. shall rule in the event of any conflict).

GENERAL REQUIREMENTS

1. Each Tenant shall submit or cause to be submitted to the Landlord for approval before fabrication at least four copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All permits for signs and their installation shall be obtained by the tenant or tenant representative prior to installation which have not been done by owner previously
3. Tenant shall be responsible for the fulfillment of all requirements and specifications.
4. All signs shall be constructed and installed at tenant's expense.
5. All signs shall be reviewed by the Landlord and his designated Project Architect for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on esthetics of design shall remain the sole right of the Landlord.
6. Tenant sign contractors to be responsible to obtain all required city and county approvals and permits, including Regional Planning and Building & Safety Division.
7. All Tenants' sign Contractors to be State licensed and shall carry appropriate insurance.

GENERAL SPECIFICATIONS

1. No projections above or below the sign panel will be permitted. Sign must be within dimensioned limits as indicated on the attached drawings.
2. Sign cabinets shall be grey non-illuminated w/white pales face 2'6" x 6" smallest 2'6" x 20" largest. Sizes are determined by store frontage. Tenant is allowed 8" of sign width for every 12" of storefront Typical 15' storefront would have a sign 2'6" x 10'.
3. Letter style will be Century ultra italic (vivid). No florescent colors.
4. Tenant shall be responsible for the cost of installation and maintenance of all signs.
5. The width of the Tenant fascia sign shall not exceed 70% of storefront. The maximum height of the tenant fascia sign shall be 30". Sign shall center on store unless prior

approvals are obtained from the Landlord/Developer

6. Tenants sign contractor shall repair any damages to the premises caused by his work.

CONSTRUCTION REQUIREMENTS

1. Signs fastening and clips are to be concealed and be of galvanized, stainless aluminum, brass or bronze metals.
2. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an Inconspicuous location.
3. Tenants shall have identification signs designed in a manner compatible with and complimentary to adjacent and facing storefront and the overall concept of the center.
4. Signs may be illuminated at the tenant's expense to run electrical for the signs. These signs would still meet criteria for size, lettering and color.

MISCELLANEOUS REQUIREMENTS

1. Each tenant shall be permitted to place upon each entrance of its demised premises not more than 200 square inches of decal application lettering not to exceed 6" inches in height indicating hours of business, emergency telephone numbers & etc.
2. Except as proved herein, no advertising placards, banners, pennants names, insignias, trademarks, or other descriptive material, shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the buildings without the written previous approval of the Landlord.
3. Each tenant who has a non-customer door for receiving merchandise may apply his name on said door in 4" high block letters and in a location as directed by the Project Architect. Letters shall be placed in the middle of the said door. Where more than one tenant uses the same door, each name and address may be applied. Color of letters shall be black. Letter style shall be Century ultra italic, all capital letters. No other rear entry signs will be permitted.
4. All directory lettering will be provided by Landlord.

Landlord's Initials: _____


Tenant's Initials:  _____

EXHIBIT F

PARKING FEE SCHEDULE

Per paragraph 18.4 of the lease and Landlord's standard parking rates in effect at the time and adjustable from time-to-time.

The current parking rates are as follows:

DAILY RATE

Summer (May 1 – September 30):

\$2.00 each hour

\$1.00 for the first hour on weekdays 8 am to 6 pm

Winter (October 1 – April 30):

\$1.50 each hour

\$1.00 for the first hour on weekdays 8 am to 6 pm

HOLIDAYS AND SPECIAL EVENTS

July 4th: Flat fee of \$30 payable upon entry.

PARKING FOR THE DISABLED

Free with approved placards or license plates.

PIER/BOARDWALK EMPLOYEE MONTHLY AND YEARLY PASSES

Passes are to be purchased by business owners/managers to satisfy employment verification; parking spaces are occupied on a first-come, first-served basis; passes do not guarantee a parking space.

Annual Employee Passes (January 1 – December 31):

- a. Full-Access Annual Pass – 7 days/week in Pier Parking Structure or Plaza Parking Structure: \$280.00 (Purchases after January 31 will be prorated at the rate of \$35/month times the number of months remaining in the year.)
- b. Limited Access Annual Pass – 7 days/week in the Plaza Parking Structure, also allowed in Pier Parking Structure on non-holiday weekdays: \$120.00 (Purchases after January 31 will be prorated at the rate of \$10/month times the number of months remaining in the year.)

Summer Season Employee Passes (May 1 – September 30):

- a. Full-Access Summer Pass – 7 days/week in Pier Parking Structure or Plaza Parking Structure: \$120.00 (Purchases after May 31 will be prorated at the rate of \$35/month times the number of months remaining in the summer.)
- b. Limited Access Summer Pass – 7 days/week in the Plaza Parking Structure, also allowed in Pier Parking Structure on non-holiday weekdays: \$50.00 (Purchases after May 31 will be prorated at the rate of \$10/month times the number of months remaining in the summer season.)

EXHIBIT G

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways of the Building shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no agent, employee, contractor, invitee or licensee of any tenant shall go upon the roof of the Building. Landlord shall have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to any tenant therefor, to change the arrangement or location of entrances or passageways, doors or doorways, corridors, elevators, stairs, toilets and other common areas of the Building.
2. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Building without the prior written consent of Landlord except that Tenant shall have the right, at its sole cost, to place its name on the door of the Premises. Landlord will adopt and furnish to tenants general guidelines relating to signs inside the Building. Tenants shall conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of any such tenant by a person approved by Landlord. Material visible from outside the Building will not be permitted.
3. The premises shall not be used for lodging. No cooking shall be done or permitted on the premises except that private use by any tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages, for preparation of meals by employees of any such tenant in a manner customary for an employee lounge or lunchroom, and for catering to serve food in connection with meetings or receptions will be permitted, provided that such use is in accordance with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.
4. No tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning its premises unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the premises, however occurring, or for any damage done to the effects of any tenant by the janitor or any other employee or any other person. Tenant shall pay to Landlord the cost of removal of any of tenant's refuse and rubbish, to the extent that the same exceeds the refuse and rubbish usually attendant upon the use of tenant's premises as offices. Janitor service will not be furnished on nights when rooms are occupied after 9:00 P.M. unless, by agreement in writing, service is extended to a later hour for specifically designated rooms.

5. Landlord will furnish each tenant without charge with two (2) keys to each door lock provided in the premises by Landlord. Landlord may make a reasonable charge for any additional keys. No tenant shall have any such keys copied or any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises. Each tenant, upon the termination of its lease, shall deliver to Landlord all keys to doors in the Building.

6. Landlord shall designate appropriate entrances and a freight elevator for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property, and tenants shall not use any other entrances or elevators for such purposes. The freight elevator shall be available for use by all tenants in the Building subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property shall be repaired at the expense of tenants.

7. No tenant shall use or keep in the premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating or air conditioning other than that supplied by Landlord. No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the premises or the Building. All materials stored in the Premises by Tenant shall be stored in compliance with all applicable laws and shall not exceed the maximum floor load for the Premises as reasonably determined by Landlord.

8. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name or street address of the Building.

9. Except as expressly set forth in the Lease, Landlord establishes the hours of 8 A.M. to 6 P.M. Monday through Friday, and Saturday 9:00 A.M. to 1:00 P.M., except legal holidays, as reasonable and usual business hours. If during any other hours or any other days, tenant desires to have any services or utilities supplied to tenant, and if Landlord is able to provide the same, tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services or utilities during such hours. Any such charges which such tenant is obligated to pay shall be deemed to be additional rent under such tenant's lease.

10. The Building's air conditioning system achieves maximum cooling when the drapes and windows are closed. Landlord shall not be responsible for the room temperature if tenant does not keep all drapes and windows in the premises closed whenever the system is in operation. Tenant agrees to cooperate fully at all times with Landlord and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of said air conditioning

system. Tenant agrees not to connect any apparatus device, conduit or pipe to the Building chilled and hot water conditioning supply lines. Tenant further agrees that neither tenant nor its servants, employees, agents, visitors, licensees or contractors shall at any time enter mechanical installations or facilities of the Building or adjust, tamper with, touch or otherwise in any manner affect said installations or facilities.

11. Electric current is furnished as required by the Building standard office lighting and fractional horsepower office business machines in the amount of approximately four (4) watts per square foot. The tenant agrees, should its electrical installation or electrical consumption be in excess of the aforesaid quantity or extend beyond normal business hours, to reimburse Landlord monthly for the measured consumption under the terms, classifications and rates charged to similar consumers by said public utilities serving in the neighborhood in which the Building is located. If a separate meter is not installed at tenant's cost, such excess cost will be established by an estimate agreed upon by Landlord and tenant, and if the parties fail to agree, as established by an independent licensed engineer. Tenant agrees not to use any apparatus or device in, or upon, or about the premises which will in any way increase the amount of such services usually furnished or supplied to said premises, and tenant further agrees not to connect any apparatus or device or wires, conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services without written consent of Landlord. Should tenant use the same to excess, the refusal on the part of tenant to pay, upon demand of Landlord, the amount established by Landlord for such excess charge shall constitute a breach of the obligation to pay rent current under tenant's lease and shall entitle Landlord to the rights therein granted for such breach. At all times tenant's use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installation.

12. Water will be available in public areas for drinking and lavatory purposes only, but if tenant requests, uses or consumes water for any purpose in addition to ordinary drinking and lavatory purposes, of which fact tenant constitutes Landlord to be the sole judge, Landlord may install a water meter and thereby measure tenant's water consumption for all purposes. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and throughout the duration of tenant's occupancy, tenant shall keep said meter installation equipment in good working order and repair at tenant's own cost and expense, in default of which Landlord may cause such meter and equipment to be replaced or repaired and collect the cost thereof from tenant. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered, and on default in making such payment, Landlord may pay such charges and collect the same from tenant. Any such costs or expenses incurred, or payments made by Landlord for any of the reasons or purposes hereinabove stated shall be deemed to be additional rent, payable by tenant, and collectible by Landlord as such.

13. Landlord reserves the right to stop service of the elevator, plumbing, ventilating, air conditioning and electric systems, when necessary, by reason of accident or emergency or for repairs, alterations or improvements, in the judgment of Landlord desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed, and shall further have no responsibility or liability for failure to support elevator facilities, plumbing, ventilating, air conditioning or electric service, when prevented from doing so by strike or accident or by any cause beyond Landlord's reasonable control or by laws, rules, orders, ordinances, directions, regulations or requirements of any federal, state, county or municipal authority or failure of gas, oil or other suitable fuel supplied or inability by exercise of reasonable diligence to obtain gas, oil

or other suitable fuel. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms, covenants, conditions, provisions or agreements of tenant's lease or to perform any act or thing for the benefit of tenant, shall not be deemed breached if Landlord is unable to furnish or perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control.

14. Landlord reserves the right to exclude from the Building between the hours of 6 P.M. and 8 A.M. Monday through Friday and at all hours on Saturdays, Sundays and legal holidays all persons who do not present identification acceptable to Landlord. Each tenant shall provide Landlord with a list of all persons authorized by such tenant to enter its premises and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

15. The directory of the Building will be provided for the display of the name and location of tenants and the principal officers and employees of tenants (not to exceed two (2) names per one thousand (1,000) rentable feet in the Premises) at the expense of such tenant. Periodic revisions and updating shall be provided by Landlord without charge.

16. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. Tenants shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Building's heating or air conditioning system.

17. No tenant shall obtain for use in the premises ice, drinking water, food, beverage, towel or other similar services, except at such reasonable hours and under such reasonable regulations as may be established by Landlord.

18. Each tenant shall ensure that the doors of its premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before such tenant or such tenant's employees leave the premises so as to prevent waste or damage, and for any default or carelessness in this regard, such tenant shall compensate for all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

19. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the tenant who, or whose agent, employee, contractor, invitee or licensee, caused it.

20. Except with the prior written consent of Landlord, no tenant shall sell at retail newspapers, magazines, periodicals, theater or travel tickets or any other goods or merchandise to the general

public in or on the premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the premises for the service or accommodation of occupants of any other portion of the Building, nor shall the premises of any tenant be used for manufacturing of any kind, or any business activity other than that specifically provided for in the tenant's lease.

21. No tenant shall install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building. No television or radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant.

22. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord approves. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its premises.

23. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the vicinity of the Building, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

24. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.

25. The requirements of tenants will be attended to only upon application in writing at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

27. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of premises in the Building.

28. Landlord reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.

29. All construction projects and tenant improvement work must conform to the General Construction and Building Rules.

30. Tenant agrees that all employees will park on the lower levels of the parking structure and that the surface level parking spaces are to be reserved for customers and service providers.

31. Tenant agrees to limit the sale of Beer and Alcohol to:

What is allowed under the lease agreement.

32. Tenant shall display signage indicating that a “no shirt, no shoes, no service” policy is in effect.

EXHIBIT HLEASE CONFIRMATION

TO: Tenant

DATED:

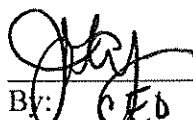
Re: Lease dated June 17, 2025 by and between CITY OF REDONDO BEACH, a chartered city and municipal corporation, as Landlord, and Open Lines Speech and Communication, P.C., a New York corporation, as Tenant (the "Lease") for those premises generally referred to as 105 W Torrance Blvd suite #200, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is June 17, 2025 and that the Expiration Date of the Lease is June 16, 2030, unless earlier terminated.

Very truly yours,

Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.




By: 
Title:

EXHIBIT I**Tenant Improvements Reimbursement**

Landlord will provide \$12,470.00 (Twelve thousand four hundred and seventy dollars) towards the cost of Tenant's improvements upon submission of invoices, Certificate of Occupancy by the appropriate city department and lien releases by all contractors and subcontractors.

EXHIBIT J

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: City Clerk

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into as of June 17, 2025, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord," and Open Lines Speech and Communication, P.C., hereinafter referred to as "Tenant."

RECITALS

A. Landlord and Tenant have entered in a Lease (the "Lease") dated June 17, 2025, for certain premises which are located on real property which is legally described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). Copies of the Lease are available for public inspection at Landlord's office at 415 Diamond Street, Redondo Beach, CA 90277.

B. The Lease provides that a short form memorandum of the Lease shall be executed and recorded in the Official Records of Los Angeles County, California.

NOW, THEREFORE, the parties hereto certify as follows:

1. Landlord, pursuant to the Lease, has leased the Premises to the Tenant upon the terms and conditions provided for therein, generally for the purposes of speech and communication training and therapy as well as related or allied services.

2. Unless earlier terminated, the term of the Lease shall expire on June 16, 2030.

3. This Memorandum is not a complete summary of the Lease and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and year first above written.

CITY OF REDONDO BEACH

James A. Light
Mayor

ATTEST:

APPROVED:

Eleanor Manzano
City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford
City Attorney

Open Lines Speech and Communication, P.C.

By:  _____

Title: 

EXHIBIT "A" TO MEMORANDUM OF LEASE**LEGAL DESCRIPTION OF PREMISES**

The space located at 105 W. Torrance Boulevard, Suite 200, Redondo Beach, consisting of approximately 2,494 rentable square feet as more particularly depicted on the attached floor and site plan of the Premises.

The Premises are located on the second floor of a structure at the southeast portion of the office and retail development, a development of approximately 66,000 square feet, situated on top of the Redondo Beach Pier Parking structure, a structure of approximately 520,000 square feet and over 1,000 parking spaces located at the western terminus of Torrance Boulevard in the city of Redondo Beach.

A Portion of the APN: 7505-002-908

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

}

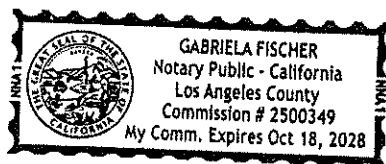
County of Los Angeles

} ss.

}

On June 6th, 2025, before me, Gabriela Fischer, a Notary Public, personally appeared, Jessica Galgano, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature

Gabriela Fischer

(seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California }
County of Los Angeles } ss.

On _____, 20____, before me, _____, a Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



Administrative Report

H.13., File # 25-0823

Meeting Date: 6/17/2025

To: MAYOR AND CITY COUNCIL
From: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

TITLE

APPROVE A THREE-YEAR AGREEMENT WITH INSIGHT PUBLIC SECTOR FOR A MICROSOFT ENTERPRISE LICENSING AGREEMENT WITH AN ANNUAL COST OF \$344,522 AND A TOTAL AMOUNT NOT TO EXCEED \$1,033,567 FOR THE TERM JULY 1, 2025 THROUGH JULY 31, 2028

EXECUTIVE SUMMARY

Staff recommends the City Council approve a three-year Enterprise Licensing Agreement (ELA) with Insight Public Sector for the continued licensing of Microsoft software and cloud services, including Microsoft G5 enterprise licenses, Windows Server Datacenter, and Azure server licensing. This ELA is among the most impactful Technology agreements for the City, as it provides Outlook Email, Calendar, Microsoft Windows Licensing, OneDrive, Sharepoint, Visio, Project, Cybersecurity tools, E-Discovery, and other critical information systems. The total not to exceed amount for the three-year term is \$1,033,567.17, which reflects an up to 54% discount from the ELA list price.

BACKGROUND

The City of Redondo Beach has maintained a long-standing partnership with Microsoft to support its enterprise information technology (IT) infrastructure, productivity tools, cloud platforms, and cybersecurity operations. This relationship has enabled the City to modernize and scale its digital services and maintain strong security and compliance standards while providing City staff with access to Word, Excel, Outlook, Windows and other best of type solutions.

In 2023, the City Council approved a strategic transition from Microsoft G3 to G5 licensing in recognition of the growing need for advanced cybersecurity, compliance tools, and analytics capabilities. The G5 license tier represents Microsoft's highest level of enterprise software and services and aligns with the City's long-term goals for digital transformation, information security, and operational efficiency. The proposed three-year agreement with Insight Public Sector, an authorized Microsoft reseller, provides the City with continued access to Microsoft's Government G5 Enterprise Licenses, which include:

- Microsoft 365 G5: Advanced productivity suite providing Office applications, Exchange Online, SharePoint, and Teams, as well as robust security features like Microsoft Defender, Information Protection, and compliance tools
- Exchange Online: Secure cloud-based email hosting, providing high availability and regulatory compliance
- OneDrive for Business: Cloud storage solution enabling staff to access files securely

from any location and device

- SharePoint Online: A collaborative platform that supports internal portals, document management, and workflow automation
- Windows Server Datacenter Licenses: Covers all virtual and physical server environments required for the City's infrastructure over the term of the agreement
- Microsoft Azure Licensing: Provides the necessary licensing for the City's Azure-hosted servers and services, supporting scalable cloud infrastructure and disaster recovery capabilities

This Agreement ensures the City remains compliant with Microsoft licensing requirements, while leveraging the most advanced enterprise tools available to government organizations.

COORDINATION

Information Technology staff collaborated directly with Microsoft and its authorized reseller, Insight Public Sector, to facilitate the Enterprise Licensing Agreement (ELA) renewal process. Microsoft's standard procedure requires the issuance of a purchase order to the reseller prior to providing final, signature-ready documentation. To enable legal review in advance, Microsoft provided draft versions of the required agreement documents, which are attached to this staff report. Upon issuance of the purchase order, final documents will be reviewed by the City Attorney's Office to verify that no material changes have been made. The draft documents have been reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funding for the first year of this Agreement has been included in the proposed Information Technology Department's annual operating budget and is part of the FY 2025-26 Information Technology Department Internal Service Fund calculations. The three-year cost is structured as a predictable, annual payment, ensuring budgetary stability while supporting the City's desire to maintain, and enhance, IT service delivery. Costs reflect a 32% to 54% discount off the regular list price.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Quote - Insight Public Sector ELA
- Enterprise Agreement State and Local - Legal Review Copy
- Enterprise Enrollment - Legal Review Copy
- Enterprise and Enterprise Subscription Enrollment Product Selection Form - Legal Review Copy
- Previous Enrollment Form - Legal Review Copy
- Program Signature Form - Legal Review Copy
- Qualifying Government Entity Addendum - Legal Review Copy
- Supplemental Contact Information Form - Legal Review Copy



City of Redondo Beach

Quotation: 0225-City of Redondo BeachV3-MSEA-DSG
Date: April 10, 2025
Enrollment: 88908539
Contract: ITARC-00930

Insight Team
Cathy Chapman
(503) 320-0860

<http://www.insight.com/azureterms>

Customer understands and acknowledges that it is obtaining the software Products directly from Microsoft Corporation and that Insight provides no warranty to Customer covering the Products purchased hereunder. All warranties relating to such Products are granted solely by Microsoft Corporation.

Confidential.

Cover

Thank you for the opportunity to quote.

City of Redondo Beach

Renewal Quote

Quotation:	0225-City of Redondo BeachV3-MSEA-DSG	Subscription Start Date: 8/1/2025
Date:	May 7, 2025	Subscription End Date: 7/31/2028
Enrollment:	88908539	
Contract:	ITARC-00930	

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Unit Price	Extended Price
Additional Products												
9EA-00278	Win Server DC Core ALng SA 2L	Enterprise 6	Additional P	D	1 Year(s)	Added at Signing	Servers	Software Assurance	Win Server	50	\$ 139.19	\$ 6,959.50
Annual Subtotal:											\$	6,959.50

Year One: 12 Months

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Term Price	Extended Price
Enterprise Products												
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-V	M365 G5 FS	450	\$559.95	\$ 251,977.50
AAL-45735	M365 G5 GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-V	M365 G5 GC	100	\$612.45	\$ 61,245.00
Additional Products												
J5U-00001	Azure prepayment - US Gov	Enterprise 6	Additional P	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-V	Azure Monet	10	\$1,221.00	\$ 12,210.00
EP2-24658	M365 Copilot GCC Sub Add-on	Enterprise 6	Additional P	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-V	M365 Copilo	1	\$366.30	\$ 366.30
AAD-63092	M365 F3 Unified GCC Sub Per User	Enterprise 6	Additional P	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-V	M365 F3 Un	90	\$83.39	\$ 7,505.10
M9T-00002	O365 Extra File Storage GCC Sub Add	Enterprise 6	Additional P	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-V	O365 Extra	1500	\$2.20	\$ 3,300.00
NYH-00001	Teams AC with Dial Out US/CA GCC Su	Enterprise 6	Additional P	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-V	Teams AC w	90	\$0.00	\$ -
7MS-00001	Planner & Project P3 GCC Sub Per User	Enterprise 6	Additional P	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-V	Planner & Pr	1	\$273.99	\$ 273.99
P3U-00001	Visio P2 GCC Sub Per User	Enterprise 6	Additional P	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-V	Visio P2 GCC	5	\$137.00	\$ 685.00
12 Month Subtotal:											\$	337,562.89
Year 1 w/Monthly Subs Total											\$	344,522.39
Year 2 w/Monthly Subs Total											\$	344,522.39
Year 3 w/Monthly Subs Total											\$	344,522.39
3 Year Grand Total:											\$	1,033,567.17

Confidential.

EA At Signing

Thank you for the opportunity to quote.

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement (“Agreement”) is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) any Affiliate Enrollment entered into under this Agreement, and (4) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

“Affiliate” means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer’s state expressly authorized by the laws of Customer’s state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

“Customer” means the legal entity that has entered into this Agreement with Microsoft.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

“day” means a calendar day, except for references that specify “business day”.

“Enrolled Affiliate” means an entity, either Customer or any one of Customer’s Affiliates that has entered into an Enrollment under this Agreement.

“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
- (i) **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material adverse changes published after the start of a calendar month will apply beginning the following month.
 - (ii) **For Versioned Software.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment
 - (iii) **For all other Products (e.g. Office 365 services).** Material adverse changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
 - (iv) **For use rights granted through Software Assurance.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses

obtained through Software Assurance replace any perpetual Licenses for the earlier version.

- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:
- (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation.
- Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.
- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. ***Term and termination.***

- a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
 - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
 - (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.
- Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.
- f. Effect of termination or expiration.** When an Enrollment expires or is terminated,
- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. ***Use, ownership, rights, and restrictions.***

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. ***Confidentiality.***

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. ***Privacy and compliance with laws.***

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. ***Warranties.***

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. ***Defense of third party claims.***

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor.
- b. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate uses or distributes. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

- c. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable license rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

14. Miscellaneous.

- a. **Use of contractors.** Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) at: <https://www.microsoft.com/licensing/servicecenter> (or a successor site). Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) orders submitted under this Agreement, and (5) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

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Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Legal Review

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- ☐ Enrolled Affiliate only
- ☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name: First* Middle Last*

Contact email address*

Street address*

City*

State*

Postal code*

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* **Middle** **Last***

Contact email address*

Street address*

City*

State*

Postal code* -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* **Middle** **Last***

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

1. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Legal Review

Enterprise and Enterprise Subscription Enrollment Product Selection Form

Enrollment Number
Microsoft to complete for initial term.
Reseller or Software Advisor to
complete for renewal or with prior
qualifying Enrollment/Agreement

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise			Choose One	Choose One
Device Profile (e.g. Call Center)			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is stepping-up within Enrollment term.

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Microsoft 365		
Microsoft 365 E3 USL		
Microsoft 365 E3 Add-on		
Microsoft 365 E5 USL		
Microsoft 365 E5 Add-on		
Office Professional Plus/Microsoft 365 Apps for enterprise		
Office Professional Plus		
Microsoft 365 Apps for enterprise		
Office 365 Plans		
Office 365 Plan E1 USL		
Office 365 Plan E3 USL		
Office 365 Plan E5 USL		
Office 365 Plan E1 Add-on		
Office 365 Plan E3 Add-on		
Office 365 Plan E5 Add-on		
Office 365 Plan E3 without Apps for enterprise Add-on		
Client Access License (CAL)		
Choose Core CAL or Enterprise CAL:	<Choose One>	<Choose One>
Core CAL or Enterprise CAL		
Bridge for Office 365		
Bridge for Enterprise Mobility Suite		

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Windows Desktop		
Windows Enterprise E3 and LTSB Upgrade per Device		
Windows Enterprise E5 per Device SL		
Windows Enterprise E3 per User SL		
Windows Enterprise E3 per User Add-on SL		
Windows Enterprise E5 per User SL		
Windows Enterprise E5 per User Add-on SL		
Windows Enterprise E5 per Device Add-on SL		
Windows VDA		
Windows VDA per User SL		
Enterprise Mobility + Security		
Enterprise Mobility + Security E3 USL		
Enterprise Mobility + Security E3 Add-on		
Enterprise Mobility + Security E5 USL		
Enterprise Mobility + Security E5 Add-on		

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. *DO NOT INCLUDE BRIDGE CALs OR ADD-ONS.*

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Microsoft 365 Apps for enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 USL	Client Access License + Office 365 (Plans E1, E3, and E5) + Microsoft 365 USL	Client Access License + Enterprise Mobility and Security USL + Microsoft 365 USL	Windows Enterprise E3 and LTSB Upgrade+ Windows Enterprise E5 + Win E3/E5 USL + Win E3/E5 per Device + Windows VDA + Windows Enterprise E3 per User SL + Windows Enterprise E5 per User SL + Windows VDA per User USL + Microsoft 365 USL
Quantity				

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	

Quantity of Licenses and Software Assurance to Price Level Mapping:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

This form must be attached to a signature form to be valid.



Legal Review

Previous Enrollment(s)/Agreement(s) Form

Entity Name:

Contract that this form is attached to: <choose>

For the purposes of this form, “entity” can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

[illegible]

Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Qualifying Government Entity Addendum

This Qualifying Government Entity Addendum modifies the terms of the Select or Select Plus (“Agreement”) or Enterprise or Enterprise Subscription Agreement (“Agreement”) as follows:

1. *The following definition is added:*

“Eligible Entity” means a public sector entity that meets the criteria set out at <http://www.microsoft.com/licensing/contracts> in the document entitled “Microsoft Government Eligibility Definition.”

2. *The definitions of “Customer” and “Affiliate” are amended as follows:*

When used in this Agreement or Enrollment, as applicable, “Customer” refers to the Eligible Entity that signs this Agreement/Enrollment with Microsoft, and the definition of “Affiliate”, as set forth in the Master Agreement, is modified to include only Eligible Entities located in the same country as the Eligible Entity signing this Agreement/Enrollment, as applicable, with Microsoft.

3. *The Minimum Order requirements section of the Agreement is amended as follows:*

Notwithstanding anything to the contrary in the Agreement, an Eligible Entity’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices, and its initial order must include at least 250 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services. If no Enterprise Product is ordered, an Eligible Entity need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

4. *The following pricing provision is added:*

Customer represents that Customer and Customer’s Affiliates are Eligible Entities. As an Eligible Entity, Customer may receive price level D for all Products and pools under this Agreement/Enrollment, as applicable.

5. *The following “Mid-term Cancellation for Non-appropriation of Funds” provision is added:*

Termination of Enrollment – non-appropriation of funds. Subject to the provisions in the Section titled “Effect of termination or expiration,” a Customer or an Enrolled Affiliate may terminate an Agreement or Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated for such purpose.

Effect of termination. Upon termination of any Enrollment, the Enrolled Affiliate must order Licenses for all copies of Products it or its Affiliates have run under its Enrollment for which the Enrolled Affiliate has not previously submitted an order. Except as provided in the next paragraph, in the event of termination, all unpaid installments of the purchase price for any Licenses will immediately become due and payable, and the Enrolled Affiliate will be entitled to perpetual Licenses only after all such payments have been made.

Early termination. If Customer or Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds of Customer or Enrolled Affiliate, then Customer or the Enrolled Affiliate will have the following options:

- a. It may immediately pay the total remaining amount due, including all installments, in which case the Enrolled Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

- b. It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for (1) all copies of all Products for which payment has been made in full, and (2) the number of copies of Products it has ordered (including the latest version of Products ordered under SA coverage in an initial or renewal term) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

6. Where “Extended Term” is available for eligible Online Services, the following is added:

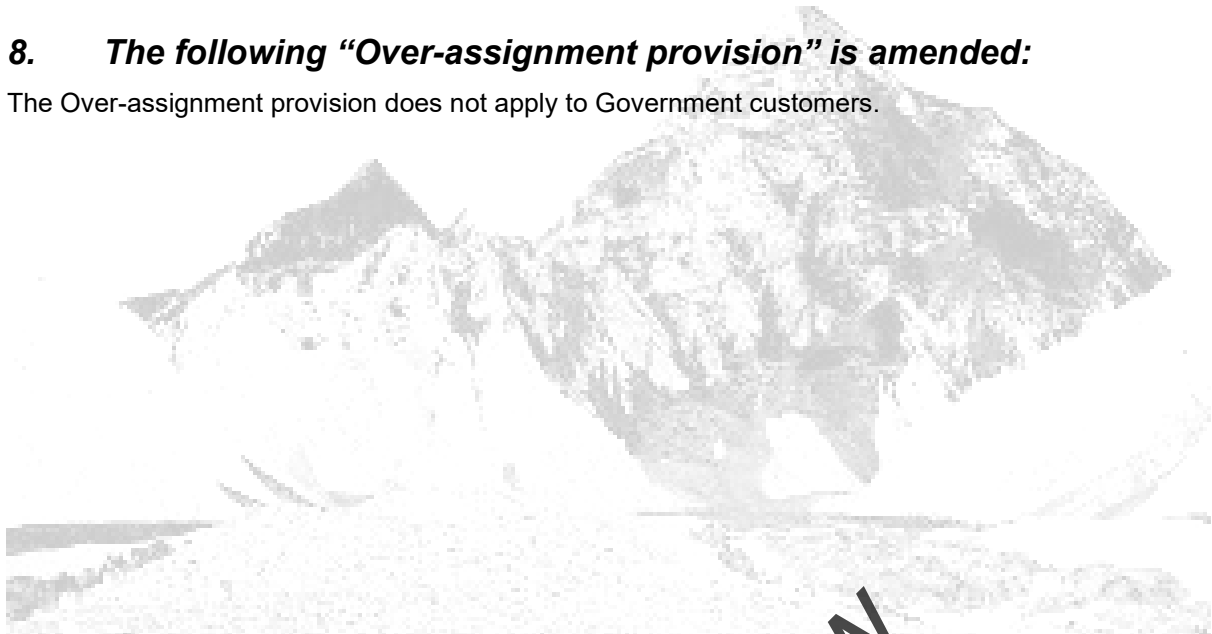
Enrolled Affiliate will not automatically have an Extended Term. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate may submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

7. The following provision is added:

Natural Disaster. In the event of a natural disaster, Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

8. The following “Over-assignment provision” is amended:

The Over-assignment provision does not apply to Government customers.



Legal Review

Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: ☐ Agreement
☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. Online Services manager.

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. Customer Support Manager (CSM):

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. Primary contact information:

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of Entity*

Contact name*: First Last

Contact email*
Street address*
City* State* Postal code*
Country*:
Phone* Fax

7. *Notices contact and online administrator information:*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☐ Same as primary contact

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*:

Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.





Administrative Report

H.14., File # 25-0848

Meeting Date: 6/17/2025

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

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-041, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026

EXECUTIVE SUMMARY

As required by the California Constitution, the City has calculated an annual appropriations limit for the coming fiscal year. The City's appropriations limit for FY 2025-26 has been computed at \$184,462,010 and is well above the proposed budget amount.

BACKGROUND

Article XIII B of the California Constitution states that "the total annual appropriations subject to limitation of the State and of each local government shall not exceed the appropriations limit of the entity of government for the prior year adjusted for the change in the cost of living and the change in population" (California Constitution Article XIII B Section 1). Compliance requires that the City compute an annual appropriations limit setting the maximum amount of appropriations that can be made from tax receipts. The City must return tax revenue exceeding this limit to residents, or obtain majority voter approval to retain the revenue. The City last exceeded the limit in 1983; in that instance, the City received voter approval to spend the excess revenue.

The annual appropriations limit is based on the prior year's limitation and an annual adjustment defined in Article XIII B and for which the state provides data. The annual adjustment is the change in the California per capita personal income combined with the greater of the change in population in the jurisdiction or the jurisdiction's county. The FY 2025-26 calculation uses the County's population factor as it exceeds the City's population growth factor for the past year. Using these two factors, the FY 2025-26 appropriations limit is \$184,462,010. The calculation is included in Exhibit A to the attached Resolution.

The appropriations subject to limitation for the FY 2025-26 Proposed Budget, calculated in accordance with Article XIII B, is approximately \$86.3 million, approximately \$98.2 million below the appropriations limit.

COORDINATION

The City Attorney's Office approved the Resolution as to form.

FISCAL IMPACT

The costs to calculate and prepare the appropriations limit document are included within the Finance Department's operating budget and are part of the regular annual work plan. Failure to adopt an appropriations limit would result in the State withholding gas taxes. Estimated FY 2025-26 gas tax revenues are approximately \$3.8 million.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2506-041 Adopting the Annual Appropriations Limit for Fiscal Year 2025-2026
- Exhibit A: FY 2025-26 Appropriations Limit Calculation

RESOLUTION NO. CC-2506-041

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, APPROVING AND
ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2025-2026**

WHEREAS, in November 1979, the voters of California adopted Proposition 4 (the “Gann Amendment”), which added Article XIII B to the California Constitution; and

WHEREAS, Section 7900 of the Government Code (Cal. Gov. Code § 7900) provides for the effective and efficient implementation of Article XIII B of the California Constitution; and

WHEREAS, pursuant to Section 7910 of the Government Code (Cal. Gov. Code § 7910), each local government must establish its appropriations limit each year pursuant to Article XIII B of the California Constitution (“Gann Limits”); and

WHEREAS, in 1990, the voters of California adopted Proposition 111, which amended Article XIII B of the California Constitution; and

WHEREAS, Proposition 111 implemented adjustments to the growth factors used to calculate the annual appropriation limit under Article XIII B of the California Constitution; and

WHEREAS, Proposition 111 requires that the City of Redondo Beach (“City”) to select annually, by a recorded vote of the City Council of the City of Redondo Beach the growth factors to use in calculating the annual appropriations limit; and

WHEREAS, Proposition 111 establishes Fiscal Year 1986-87 as the base year for calculating the annual appropriation limit and permits the City to reestablish the annual appropriation limit for all succeeding years based upon the changes in the cost of living; and

WHEREAS, the City has complied with all of the provisions of Article XIII B of the California Constitution in determining the appropriations limit for the Fiscal Year 2025-2026.

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

SECTION 1. The appropriations limit for Fiscal Year 2025-2026 is hereby set at \$184,462,010 in accordance with the provisions in Article XIII B of the California Constitution.

SECTION 2. 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 17th day of June, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy A. Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2506-041 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 17th day of June, 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:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

EXHIBIT A
CITY OF REDONDO BEACH
2025-2026 APPROPRIATIONS LIMIT

1 FY 2024-25 Appropriations Limit	\$ 172,783,051
2 Multiply FY 2024-25 Appropriations Limit by cumulative growth factors for changes in the California Per Capita Personal Income and the population change for Los Angeles County	1.06759 *
2025-2026 Appropriations Limit	\$ 184,462,010

* Personal Income Factor	1.0644
Los Angeles County Population Change	1.0030
Annual Adjustment	1.0676
1.0644 x 1.0030 = 1.0676	



Administrative Report

H.15., File # 25-0853

Meeting Date: 6/17/2025

To: MAYOR AND CITY COUNCIL
From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR ASSEMBLY BILL 996, WHICH, IF APPROVED BY STATE LEGISLATORS, WOULD ENHANCE THE CITY'S ABILITY TO COMPLY WITH SEA LEVEL RISE PLANNING REQUIREMENTS

EXECUTIVE SUMMARY

Assembly Bill (AB) 996 (Pellerin) would provide assistance to local governments that are required to develop sea level rise plans by creating an early consultation process with the California Coastal Commission. As a coastal city, Redondo Beach faces potential risks from sea level rise, coastal erosion, and extreme weather events.

BACKGROUND

Under current law, the California Coastal Act of 1976 provides for the protection of coastal resources and public access under the oversight of the California Coastal Commission (Commission). The 61 coastal cities, including Redondo Beach, may develop a Local Coastal Plan (LCP), comprised of a Land Use Plan and Implementation Plan. Upon certification by the Commission, the local government retains its permitting authority for coastal development permits (CDPs).

In 2023, Senate Bill (SB) 272 (Laird) was enacted, requiring local governments to develop sea level rise plans by 2034 and receive approval from the state in both the Bay Area and the coastal zone. Coastal jurisdictions are required to incorporate these plans into their LCPs for approval by the Commission.

AB 996 would provide two supportive tools for local governments developing sea level rise plans. First, the bill would create an early consultation process for local governments to engage and consult with the Commission about the preparation of new, or amended, LCPs to ensure that formal submission of sea level rise plan materials is sufficient for a complete review. Early consultation is intended to provide enhanced coordination between the Commission and local governments and afford the opportunity for the Commission to make recommendations to local governments to ensure an efficient and timely submission and approval process.

AB 996 would also provide that existing sea level rise information or plans that a local government has prepared may satisfy one or all of the components of the sea level rise plans. Some coastal cities have done extensive work to assess sea level rise vulnerability. This provision would clarify that a local government does not need to do duplicative planning, if the existing materials can satisfy

the sea level rise plan requirements. This provision aligns with the intent to also encourage local governments to engage in early consultation so as to ensure timely compliance for sea level rise plan updates as part of the LCP certification process.

The City of Redondo Beach has already taken steps to assess vulnerabilities and implement strategies to mitigate the risks associated with sea level rise, including shoreline protection measures and infrastructure resilience projects. AB 996 would bolster the City's efforts by streamlining the approval process for the sea level rise plans, reduce redundancy by allowing the City to leverage existing assessments, and foster stronger coordination between local governments and the Commission to improve overall coastal resilience throughout the state.

If approved, the attached letter would be disseminated to appropriate elected officials and be uploaded to the State's new electronic portal, which automatically distributes letters to offices of the applicable elected officials and committee(s) of jurisdiction.

COORDINATION

The City Manager's Office coordinated the preparation of this report.

FISCAL IMPACT

There is no fiscal impact associated with this item.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Letter of Support to Assembly Bill 996
- Assembly Bill 996, amended as of May 23, 2025

June 17, 2025

The Honorable Assemblymember Bryan
Chair, Assembly Natural Resources Committee
1021 O Street, Room 5630
Sacramento, CA 95814

RE: **AB 996 (Pellerin) Public Resources: California Coastal Act of 1976: California Coastal Planning Fund: sea level rise plans.**
Notice of SUPPORT (As Amended May 23, 2025)

Dear Assemblymember Bryan,

The City of Redondo Beach writes to express support for AB 996 (Pellerin), which would assist local governments who are required to develop sea level rise plans by creating an early consultation process with the California Coastal Commission. As a coastal city, Redondo Beach faces an increasing risk of sea level rise, coastal erosion, and extreme weather events. The City has already taken steps to assess vulnerabilities and implement strategies to mitigate the impacts of these risks, including shoreline protection measures and infrastructure resilience projects.

Under current law, the California Coastal Act of 1976 provides for the protection of coastal resources and public access under the oversight of the California Coastal Commission (Commission). The 61 coastal cities, including Redondo Beach, may develop a Local Coastal Plan (LCP), comprised of a Land Use Plan and Implementation Plan. Upon certification by the Commission, the local government retains its permitting authority for coastal development permits (CDPs).

In 2023, SB 272 (Laird) was enacted, requiring local governments to develop sea level rise plans by 2034 and receive approval from the state in both the Bay Area and the coastal zone. Coastal jurisdictions are required to incorporate these plans into their LCPs for approval by the Commission.

AB 996 would provide two supportive tools for local governments in the development of a sea level rise plan. First, the bill would create an early consultation process for local governments to engage and consult with the Commission about the preparation of new or amended LCPs to ensure that formal submission of sea level rise plan materials is sufficient for a complete review. Early consultation is intended to provide enhanced



Office of the Mayor
415 Diamond Street
Redondo Beach, CA 90277

Tel: 310.697.0630
Redondo.org

coordination between the Commission and local governments and provides the opportunity for the Commission to make recommendations to local governments to ensure an efficient and timely submission and approval process.

AB 996 would also provide that existing sea level rise information or plans that a local government has prepared may satisfy one or all of the components of the sea level rise plans. Some coastal cities have done extensive work to assess sea level rise vulnerability. This provision would clarify that a local government does not need to do duplicative planning if the existing materials can satisfy the sea level rise plan requirements. This provision aligns with the intent to also encourage local governments to engage in early consultation so as to ensure timely compliance for sea level rise plan updates as part of the LCP certification process.

For these reasons, the City of Redondo Beach supports AB 996. If you have any questions, please do not hesitate to contact me at James.Light@redondo.org.

Sincerely,

James A. Light

Mayor, City of Redondo Beach

AMENDED IN ASSEMBLY MAY 23, 2025

AMENDED IN ASSEMBLY APRIL 30, 2025

AMENDED IN ASSEMBLY APRIL 21, 2025

AMENDED IN ASSEMBLY MARCH 10, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL

No. 996

Introduced by Assembly Member Pellerin

February 20, 2025

An act to amend Section 30985 of, and to add Sections 30527 and Section 30985.7 to, the Public Resources Code, relating to coastal resources.

LEGISLATIVE COUNSEL'S DIGEST

AB 996, as amended, Pellerin. Public Resources: ~~California Coastal Act of 1976: California Coastal Planning Fund:~~ sea level rise plans.

Existing law, the California Coastal Act of 1976, provides for the protection of California's coast and requires any person wishing to perform or undertake any development in the coastal zone, as defined, to obtain a coastal development permit, except as specified. The act requires the issuance of a coastal development permit if the proposed development is in conformity with the certified local coastal program. The act provides for the certification of local coastal programs by the California Coastal Commission.

The bill would establish the California Coastal Planning Fund in the State Treasury to help local governments adequately plan for the protection of coastal resources and public accessibility to the coastline. The bill would, upon appropriation by the Legislature, make moneys

~~in the fund available to the commission for various state and local costs relating to local coastal program development and sea level rise plans and to administer the fund, as provided. The bill would authorize the commission to expend moneys in the fund to assist specified eligible recipients, including, among others, the San Francisco Bay Conservation and Development Commission, and to take specified action to administer the fund. The bill would authorize the San Francisco Bay Conservation and Development Commission to set appropriate requirements as a condition of funding for moneys provided to it from the fund.~~

~~The bill would make findings and declarations related to a gift of public funds.~~

Existing law requires local governments lying in whole or in part within the coastal zone or within the jurisdiction of the San Francisco Bay Conservation and Development Commission to, on or before January 1, 2034, develop a sea level rise plan with specified required content as part of a local coastal program that is subject to approval by the California Coastal Commission or the San Francisco Bay Conservation and Development Commission.

This bill would authorize the applicable commission, when approving a local coastal plan or an amendment to a local coastal plan, to deem existing sea level rise information or plans prepared by a local government to satisfy the content requirements for a sea level rise plan. The bill would provide that local governments are ~~encouraged to~~, *encouraged*, on or before January 1, 2029, ~~to~~ consult with the ~~commission~~, *California Coastal Commission*, in a voluntary early consultation, regarding sea level rise plans in the preparation of a local coastal program or an amendment to a local coastal program.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 ~~SECTION 1. Section 30527 is added to the Public Resources~~
- 2 ~~Code, immediately following Section 30526, to read:~~
- 3 ~~30527. (a) The California Coastal Planning Fund is hereby~~
- 4 ~~established in the State Treasury to help local governments~~
- 5 ~~adequately plan for the protection of coastal resources and public~~
- 6 ~~accessibility to the coastline. Upon appropriation by the~~
- 7 ~~Legislature, moneys deposited into the fund shall be available to~~
- 8 ~~the commission to fund the following:~~

1 ~~(1) Costs for local governments to prepare, adopt, and revise~~
2 ~~local coastal programs, consistent with this division.~~

3 ~~(2) Costs for local governments to prepare, adopt, and revise~~
4 ~~sea level rise plans, consistent with Division 20.6.9 (commencing~~
5 ~~with Section 30985).~~

6 ~~(3) Costs for commission staff to review local coastal programs~~
7 ~~and for the San Francisco Bay Conservation and Development~~
8 ~~Commission staff to review sea level rise plans, consistent with~~
9 ~~Division 20.6.9 (commencing with Section 30985). Those costs~~
10 ~~shall not exceed 20 percent of the annual deposits into the fund.~~

11 ~~(b) Consistent with subdivision (a), the commission shall expend~~
12 ~~moneys in the fund for grants, loans, contracts, or services to assist~~
13 ~~eligible recipients.~~

14 ~~(c) (1) Eligible recipients of funding pursuant to this section~~
15 ~~shall be local agencies, including cities and counties, the~~
16 ~~commission, and the San Francisco Bay Conservation and~~
17 ~~Development Commission.~~

18 ~~(2) To be eligible for funding pursuant to this section, grants,~~
19 ~~loans, contracts, or services provided to a local government shall~~
20 ~~have a clear and definite purpose associated with the planning~~
21 ~~efforts required to provide public benefits related to coastal~~
22 ~~resource protection and public accessibility of the California coast.~~

23 ~~(d) The commission may undertake any of the following actions~~
24 ~~to administer the fund:~~

25 ~~(1) Provide for the deposit of any of the following moneys into~~
26 ~~the fund:~~

27 ~~(A) Federal contributions.~~

28 ~~(B) Voluntary contributions, gifts, grants, or bequests.~~

29 ~~(C) Financial participation by a public agency in an activity~~
30 ~~authorized for funding from the fund.~~

31 ~~(2) Enter into agreements for contributions to the fund from the~~
32 ~~federal government, local or state agencies, private corporations,~~
33 ~~and nonprofit organizations.~~

34 ~~(3) Direct portions of the fund to a subset of eligible applicants~~
35 ~~as required or appropriate based on funding source.~~

36 ~~(4) Take additional action as may be appropriate for adequate~~
37 ~~administration and operation of the fund.~~

38 ~~(5) Set appropriate requirements as a condition of funding. This~~
39 ~~paragraph does not apply to funding provided to the San Francisco~~

~~Bay Conservation and Development Commission pursuant to paragraph (1) of subdivision (c):~~

~~(e) The San Francisco Bay Conservation and Development Commission may set appropriate requirements, consistent with this section, as a condition of funding provided pursuant to paragraph (1) of subdivision (c):~~

~~(f) Actions to administer the fund, and implement or interpret this section, are not subject to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code):~~

~~(g) This section does not expand any obligation of the state to provide resources for the provisions of this article or to require the expenditure of additional resources beyond the amount of moneys deposited into the fund:~~

~~SEC. 2.~~

SECTION 1. Section 30985 of the Public Resources Code is amended to read:

30985. (a) A local government lying, in whole or in part, within the coastal zone or within the jurisdiction of the San Francisco Bay Conservation and Development Commission shall develop a sea level rise plan as part of either of the following, as applicable:

(1) A local coastal program that is subject to approval by the California Coastal Commission consistent with the guidelines established pursuant to subdivision (a) of Section 30985.2.

(2) A subregional San Francisco Bay shoreline resiliency plan that is subject to approval by the San Francisco Bay Conservation and Development Commission consistent with the guidelines established pursuant to subdivision (b) of Section 30985.2.

(b) The sea level rise plan required pursuant to subdivision (a) shall include, at a minimum, all of the following:

(1) The use of the best available science.

(2) A vulnerability assessment that includes efforts to ensure equity for at-risk communities.

(3) Sea level rise adaptation strategies and recommended projects.

(4) Identification of lead planning and implementation agencies.

(5) A timeline for updates, as needed, based on conditions and projections and as determined by the local government in agreement with the California Coastal Commission or the San

1 Francisco Bay Conservation and Development Commission, as
2 applicable.

3 (c) A timeline for sea level rise plan updates, as required
4 pursuant to paragraph (5) of subdivision (b), shall include economic
5 impact analyses of, at a minimum, costs to critical public
6 infrastructure and recommended approaches for implementing the
7 sea level rise adaptation strategies and recommended projects
8 pursuant to paragraph (3) of subdivision (b).

9 (d) All local governments subject to the requirements of
10 subdivision (a) shall comply with this section by January 1, 2034.

11 (e) For purposes of this section, “critical public infrastructure”
12 includes, but is not limited to, transit, roads, airports, ports, water
13 storage, and conveyance, wastewater treatment facilities, landfills,
14 powerplants, and railroads.

15 (f) The California Coastal Commission or the San Francisco
16 Bay Conservation and Development Commission may deem
17 existing sea level rise information or sea level rise plans prepared
18 by a local government to satisfy one or all of the requirements of
19 subdivisions (b) and (c).

20 ~~SEC. 3.~~

21 *SEC. 2.* Section 30985.7 is added to the Public Resources Code,
22 to read:

23 30985.7. (a) A local government is encouraged to consult with
24 the California Coastal Commission, on or before January 1, 2029,
25 in preparation of a local coastal program or an amendment to a
26 local coastal program pursuant to this division to ensure that, upon
27 formal submission of the local coastal program or an amendment
28 to the local coastal program to the California Coastal Commission,
29 the materials are sufficient for a thorough and complete review.

30 (b) A local government’s participation in an early consultation
31 pursuant to this section is voluntary. An early consultation is
32 intended to help a local government to timely meet the
33 requirements of this division. Participation in an early consultation
34 at any time shall not prevent a local government from submitting
35 a sea level rise plan as required by this division.

36 (c) If a local government seeks to engage in an early consultation
37 at any time with the California Coastal Commission, the following
38 shall occur:

39 (1) A local government shall initiate the early consultation by
40 notifying California Coastal Commission staff in writing that the

1 local government seeks to engage in a consultation. After providing
2 this notification, the local government shall provide the California
3 Coastal Commission a summary report on the status of its efforts
4 to develop a sea level rise plan pursuant to Section 30985, including
5 any draft components as outlined in subdivisions (b) and (c) of
6 Section 30985, and may provide a draft local coastal program or
7 an amendment to a local coastal program that is intended to satisfy
8 the requirement of paragraph (1) of subdivision (a) of Section
9 30985.

10 (2) An early consultation may include a singular meeting or
11 regular meetings. The meeting schedule shall be mutually agreed
12 upon by the local government and the California Coastal
13 Commission.

14 (3) California Coastal Commission staff shall offer written
15 recommendations to a local government about what may preclude
16 certification of a local coastal program or an amendment to a local
17 coastal program, including, but not limited to, information about
18 what satisfies the requirements of subdivisions (b) and (c) of
19 Section 30985.

20 (4) California Coastal Commission staff shall provide
21 recommendations in a reasonable timeframe that is mutually agreed
22 upon by both the local government and the commission.

23 ~~SEC. 4. The Legislature finds and declares that the addition of~~
24 ~~Section 30527 to the Public Resources Code serves the public~~
25 ~~purpose of protecting coastal resources and public accessibility to~~
26 ~~the coastline and does not constitute a gift of public funds within~~
27 ~~the meaning of Section 6 of Article XVI of the California~~
28 ~~Constitution.~~

O



Administrative Report

J.1., File # 25-0879

Meeting Date: 6/17/2025

TITLE

For eComments and Emails Received from the Public



Administrative Report

L.1., File # 25-0871

Meeting Date: 6/17/2025

To: MAYOR AND CITY COUNCIL

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

PUBLIC HEARING TO SOLICIT INPUT ON THE PUBLIC SERVICE GRANT RECOMMENDATIONS AND THE DRAFT FISCAL YEAR 2025-26 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

PUBLIC HEARING PROCEDURE:

- a. Open the Public Hearing and take testimony;
- b. Solicit input on the public service grant recommendations and the draft FY 2025-26 Annual Action Plan; and
- c. Continue the Public Hearing to July 15, 2025.

EXECUTIVE SUMMARY

As a recipient of Community Development Block Grant (CDBG) entitlement funds from the U.S. Department of Housing and Urban Development (HUD), the City of Redondo Beach is required to develop a one-year Action Plan and solicit input from residents and other interested organizations on housing and community development needs in the City. This report reflects the needs identified in the City's recently adopted 2025-2030 Consolidated Plan, and provides details on FY 2025-26 CDBG activities and funding allocations. The City will receive \$295,609 of CDBG entitlement monies in FY 2025-26. Per the plan, the funds will be used to support Public Facilities and Improvements, Planning and Administration, Public Service Agencies, and the Housing Improvement Program.

BACKGROUND

Title I of the Cranston-Gonzalez National Affordable Housing Act requires that, in order to apply for certain HUD programs, state and local governments must have an approved five-year Consolidated Plan (ConPlan). The ConPlan is used by state and local governments as a working guide for the application of resources to address local housing and community development needs. The 2025-2030 ConPlan was adopted by the City Council on May 6, 2025. On an annual basis, CDBG-participating agencies are required to submit a plan that outlines the City's intended activities that will benefit from utilizing the City's CDBG funding, consistent with the goals and objectives included in the ConPlan.

The draft FY 2025-26 Action Plan is attached to this report and is presented for review and comment. The one-year Annual Action Plan will serve to address strategies and goals established in the 2025-2030 Consolidated Plan and provide recommendations for the expected allocation of the City's FY 2025-26 CDBG entitlement to fund the City's housing and community development activities for the

upcoming fiscal year. The CDBG funding allocation for the City will be \$295,609, which is a slight increase from the City's FY 2024-25 grant allocation of \$282,571. The history of CDBG funding levels for Redondo Beach since FY 2001-02 is provided as an attachment to this report.

The following projects and activities are proposed to be funded through the CDBG funds in FY 2025-26. Each activity is shown with a proposed CDBG funding allocation:

Public Facilities and Improvements Funding Allocation: \$152,147

Public improvements are an eligible expenditure of CDBG funds. As such, staff proposes installation of access ramps and/or curb cuts to enhance Americans with Disabilities Act of 1990 (ADA) compliance throughout the City.

Administration/Fair Housing Funding Allocation: \$59,121

Per HUD regulations, up to 20% of the City's FY 2025-26 entitlement funds may be used for program administration. As part of the City's obligation to implement a fair housing program, staff recommends continuing its contract with the Housing Rights Center to investigate housing discrimination complaints and help eliminate barriers to equal housing choice based on race, gender, religion, disability, or age. Staff also recommends continuing to contract with an external consultant to manage CDBG project coordination, compliance, and required reporting.

Public Service Agency Funding Allocation: \$44,341

Per HUD regulations, 15% of the City's FY 2025-26 entitlement funds may be available to fund public service agency programs ranging from family counseling, independent living skills training, and behavioral health programs. An RFP for these services were issued in December 2024, and proposals were reviewed during the development of the FY 2025-26 Annual Action Plan. The following organizations are proposed for funding for FY 2025-26:

Organization	Services Provided	Proposed Funding FY 2025-26
1736 Family Crisis Center	Provides counseling, support, and referral services to women and youth who are victims of domestic violence	\$10,864
Disability Community Resource Center	Supports seniors and people with disabilities to maintain self-directed and community-based independent lives	\$7,538
Harbor Interfaith Services	Provide temporary housing for individuals experiencing homelessness and case management support through the Pallet Shelter Program	\$7,538
Project: NEEDS (St. Paul's United Methodist Church)	Provides hot meals and a food pantry to people experiencing homelessness and food stress	\$10,864
Venice Family Clinic	Formerly South Bay Family Healthcare Center. Provides therapy, parenting, crisis interventions, domestic violence counseling, substance use therapy, and medication-assisted treatment to individuals coping with impact trauma to eligible residents in Redondo Beach	\$7,538

Home Improvement Program (Mobility Access/Emergency Repair Program) Funding Allocation: \$40,000

The Mobility Access/Emergency Repair Program provides mobility access and emergency repairs to low and moderate-income and disabled Redondo Beach homeowners. Eligible repairs include the installation of access ramps and handle grabs to support disabled homeowners. Eligible repairs that fall under the emergency category are restricted to components that will correct health and safety hazards in the home. Allowable fixtures include electricity, plumbing, heating, and replacement of hot water heaters. The program will assist approximately 5 households in the upcoming fiscal year.

The proposed Annual Action Plan was developed following an issuance of a Request for Proposal (RFP) in December 2024. HUD requires a publicly noticed 30-day public review of the proposed Annual Action Plan, which began on June 12, 2025 and is scheduled to be completed on July 12, 2025. In addition, two public hearings are required to take place. This item serves as the first public hearing and allows for introduction of the proposed plan. The final hearing is scheduled to occur on July 15, 2025 and will provide the City Council the opportunity to adopt the proposed plan. This schedule allows time for staff to submit the adopted plan to HUD prior to its August 16, 2025 deadline.

COORDINATION

Development of the proposed FY 2025-26 Annual Action Plan has been prepared by the Community Services Department in coordination with the Community Development Department, and the City's CDBG consultant.

FISCAL IMPACT

There is no impact to the General Fund associated with the development and implementation of the FY 2025-26 Annual Action Plan. All programs and administration costs are funded through restricted CDBG funds received from HUD.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Proposed FY 2025-2026 CDBG Annual Action Plan
- CDBG Funding History



**CITY OF REDONDO BEACH
ANNUAL ACTION PLAN
FY 2025-2026**



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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Redondo Beach is a recipient of federal grants administered by the U.S. Department of Housing and Urban Development (HUD). In order to receive and implement these funds, the City is required to prepare and submit an application in the form of the 2025-2030 Consolidated Plan (ConPlan) and Fiscal Year (FY) 2025-2026 Annual Action Plan. The ConPlan outlines the City's goals, priorities, and strategies to provide services for low- and moderate-income residents while the Annual Action Plan provides detailed information on the total grant amount to be received and how much the City will expend.

Through extensive community outreach and intrinsic data collection, the City has identified the following goals for the next five years:

1. Support the Development of Decent Housing;
2. Create Sustainable Neighborhoods;
3. Provide Vital Public Services;
4. Expand Affordable Housing Opportunities;
5. Planning and Administration;
6. Create Economic Opportunities; and
7. Pre-Disaster Preparedness and Mitigation.

For FY 2025-2026, the City will receive \$295,609 in Community Development Block Grant (CDBG) funds. The FY 2025-2026 Annual Action Plan represents the first of five program years covered by the City's 2025-2030 ConPlan. Lastly, the City has prepared this report to ensure all funded programs meet the identified goals.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public-federal	Admin and Planning; Economic Development; Housing; Public Improvements; Public Service	\$295,609	\$0	\$20,000	\$315,609	\$1,182,436	Based on HUD 2025-2026 allocation and projection throughout the Consolidated Plan period

Table 1 – Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Entitlement Funds

The City will receive \$295,609 in CDBG funds. The City will utilize CDBG funds as well as local funds to maximize the impact of the City's CDBG-funded programs. The City does not receive HOME Investment Partnerships Program (HOME), Emergency Solutions Grants Program (ESG), or Housing Opportunities for Persons With AIDS (HOPWA) funds and does not report on these grants. The City will not be obliged to meet HUD's matching requirements.

State Funds

The City does not expect to receive funds from the State of California that will be used to directly leverage CDBG-related programming.

Regardless of total funding, the City will continue to locate funding from local, state, federal, and private sources to develop and deliver quality and cost-effective projects.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not own any land that could be used to address the needs identified within this plan.

Discussion

The City will be receiving \$295,609 in CDBG funds. Although the City does not receive HOME, ESG, or HOPWA funds, the City will continue to leverage General Funds to fully maximize impacts of community-based programs. Such programs include temporary housing and case management for unsheltered individuals.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Support the Development of Decent Housing	2025	2030	Affordable Housing	Citywide	Decent Housing Preserve and improve the existing	\$40,000	Homeowner Housing Rehabilitation: 5 households
2	Create Sustainable Neighborhoods	2025	2030	Non-Housing Community Development	Citywide	Public Services Equal access to housing Public Services Assist special needs residents Community/Public Facilities Public Improvements	\$152,147	Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted
3	Provide Vital Public Services	2025	2030	Non-Housing Community Development	Citywide	Public Services Equal access to housing Public Services Assist special needs residents Health and dental services	\$44,341	Public service activities other than Low/Moderate Income Housing Benefit: 221 persons assisted

4	Planning and Administration	2025	2030	Administration	Citywide	Public Services Equal access to housing Public Services Assist special needs residents Community/Public Facilities Public Improvements Health Expand Economic Opportunities	\$59,121	Other: 1 other
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Table 2 – Goals Summary

Goal Descriptions

Sort Order	Goal Name	Goal Description
1	Support the Development of Decent Housing	Support the development of decent and affordable housing by rehabilitating the existing housing stock for low- and moderate-income households
2	Create Sustainable Neighborhoods	Enhance public facilities and infrastructure through improvements throughout Redondo Beach
3	Provide Vital Public Services	Provide funding for public service programs, specifically for seniors, individuals experiencing homelessness, and victims of domestic violence
4	Expand Affordable Housing Opportunities	Support and explore affordable housing opportunities to promote economic and housing stabilities for low- and moderate-income residents
5	Planning and Administration	Support program administration and planning costs
6	Create Economic Opportunities	Provide funding for programs that create economic opportunities for businesses and those looking to expand their business operations
7	Pre-Disaster Preparedness and Mitigation	Prepare for disaster response and recovery to ensure the wellbeing of all Redondo Beach residents

Projects

AP-35 Projects – 91.220(d)

Introduction

In FY 2025-2026, the City of Redondo Beach will utilize CDBG funds to address its priority housing and community needs by undertaking the activities listed below. These activities are consistent with the needs and goals identified in the 2025-2030 Consolidated Plan. The Project Information Table provides a brief description and proposed funding for each funded activity.

Projects

#	Project Name
1	Housing Improvement Program
2	Public Improvements
3	Planning and Administration
4	Project: NEEDs
5	Disability Community Resource Center
6	1736 Family Crisis Center
7	Harbor Interfaith Services
8	Venice Family Clinic
9	Housing Rights Center

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City has allocated CDBG funds to prioritize the special needs population as they are more likely to become homeless due to limited income and other issues that require supportive services. Obstacles include the ever-increasing need for additional funding to provide quality service and the public service cap of 15 percent of the total entitlement grant. Although these obstacles exist, the City coordinates with its partners to ensure goals are established in correspondence to the grant funded amount while taking into consideration the current economy.

AP-38 Project Summary

Project Summary Information

1	Project Name	Housing Improvement Program
	Target Area	Citywide
	Goals Supported	Support the Development of Decent Housing
	Needs Addressed	Decent Housing; Preserve and improve the existing housing stock
	Funding	\$40,000
	Description	Provide \$7,500 grants to homeowners through the Mobility Access/Emergency Repair Program
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	5 households
	Location Description	Homes of eligible applicants citywide
2	Planned Activities	To provide grants to homeowners for through the Mobility Access/Emergency Repair Program
	Project Name	Public Improvements
	Target Area	Citywide
	Goals Supported	Create Sustainable Neighborhoods
	Needs Addressed	Community/Public Facilities; Public Improvements
	Funding	\$152,147
	Description	Provide community/public facility improvements
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	1 public improvement
	Location Description	Eligible Census Tract and Block Group
	Planned Activities	Provide community/public facility improvements
3	Project Name	Planning and Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Decent Housing; Preserve and improve the existing housing stock Affordable Housing; Create new affordable housing Public Services; Equal access to housing Public Services; Homelessness housing and support Public Services; Assist special needs residents Public Services; Health and dental services Community/Public Facilities Improvements Expand Economic Opportunities
	Funding	\$47,121
	Description	Administration of CDBG Program
	Target Date	6/30/26
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	1922 Artesia Blvd., Redondo Beach, CA 90278

4	Planned Activities	Administration of CDBG Program
	Project Name	Project: NEEDs
	Target Area	Citywide
	Goals Supported	Provide Vital Public Services
	Needs Addressed	Public Services; Homelessness housing and support
	Funding	\$10,864
	Description	Provides two programs to assist unsheltered individuals: 1) Tuesday hot meals; 2) Food Pantry twice a week
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	90 individuals experiencing homelessness
	Location Description	2600 Nelson Ave., Redondo Beach, CA 90278
5	Planned Activities	Provide two programs to assist unsheltered individuals: 1) Tuesday hot meals; 2) Food Pantry twice a week
	Project Name	Disability Community Resource Center
	Target Area	Citywide
	Goals Supported	Provide Vital Public Services
	Needs Addressed	Public Services; Assist special needs residents
	Funding	\$7,538
	Description	Provide training and support to low-income senior residents and persons with disabilities to promote capability for independent living

	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	8 seniors and individuals with disabilities
	Location Description	12901 Venice Blvd., Los Angeles, CA 90066
	Planned Activities	Provide training and support to low-income senior residents and persons with disabilities to promote capability for independent living
6	Project Name	1736 Family Crisis Center
	Target Area	Citywide
	Goals Supported	Provide Vital Public Services
	Needs Addressed	Public Services; Homelessness housing and support
	Funding	\$10,864
	Description	Provide counseling and case management for victims of domestic violence and their children who may be in jeopardy of becoming homeless due to domestic violence
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	90 households
	Location Description	2116 Arlington Ave., Suite 200, Los Angeles, CA 90018

	Planned Activities	Provide counseling and case management for victims of domestic violence and their children who may be in jeopardy of becoming homeless due to domestic violence
7	Project Name	Harbor Interfaith Services
	Target Area	Citywide
	Goals Supported	Provide Vital Public services
	Needs Addressed	Public Services; Homelessness Housing and Support
	Funding	\$7,538
	Description	Provide temporary housing for individuals experiencing homelessness and case management support through the Pallet Shelter Program
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	8 individuals
	Location Description	1521 Kingsdale Ave., Redondo Beach, CA 90278
	Planned Activities	Provide temporary housing for individuals experiencing homelessness and case management support through the Pallet Shelter Program
8	Project Name	Venice Family Clinic
	Target Area	Citywide
	Goals Supported	Provide Vital Public Services
	Needs Addressed	Public Services; Health and Dental Services
	Funding	\$7,538

	Description	Assist individuals coping with the impact of trauma and stress on health or well-being. Services include therapy, parenting, crisis interventions, safety planning and domestic violence counseling, referrals, substance use therapy, and Medication-Assisted Treatment through the Behavioral Health Program
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	25 individuals
	Location Description	2114 Artesia Blvd., Suite 111, Redondo Beach, CA 90278
	Planned Activities	Assist individuals coping with the impact of trauma and stress on health or well-being. Services include therapy, parenting, crisis interventions, safety planning and domestic violence counseling, referrals, substance use therapy, and Medication-Assisted Treatment through the Behavioral Health Program
9	Project Name	Housing Rights Center
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Public Services; Equal access to housing
	Funding	\$12,000
	Description	Provide tenant-landlord counseling and investigation of discriminatory housing complaints, and hold educational workshops/flyering
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	100 households
	Location Description	3255 Wilshire Blvd., Los Angeles, CA 90016
	Planned Activities	Provide tenant-landlord counseling and investigation of discriminatory housing complaints and hold educational workshops/flyering

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In 2014, the City of Redondo Beach was identified as an Exception Grantee, where the City did not have racially or ethnically concentrated areas of poverty (R/ECAP). During the first year of the 2020-2025 ConPlan, the City identified the exception threshold of 33.33 percent. This percentage identified the minimum percentage of low- and moderate-income residents must reside in the serviced area to have an eligible area-benefited activity with CDBG funds.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 4 – Geographic Distribution

Rationale for the priorities for allocating investments geographically

Because the City was identified as an Exception Grantee, the City will not target select census tracts or neighborhoods for CDBG programming. Instead, the City will allocate CDBG funds throughout Redondo Beach and ensure each activity services eligible low- and moderate-income residents.

Discussion

The City of Redondo Beach does not plan to target specific neighborhoods or census tracts for CDBG activities but will provide CDBG programming for all residents throughout the city. Instead, the use of CDBG funds has been prioritized based on needs identified through community outreach and data analysis completed for the 2025-2030 Consolidated Plan. The City will ensure all CDBG funds are spent in compliance with HUD regulations and dedicated for low- and moderate-income residents in Redondo Beach.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Redondo Beach faces barriers to affordable housing similarly to surrounding jurisdictions within Los Angeles County. According to the City's adopted Analysis of Impediments to Fair Housing Choice (AI), the priorities to affordable housing are listed below:

- Support the Costs Associated with Housing
- Support the Cost of Housing for LMI and Special Needs Populations
- Support the Prevention of Housing Discrimination
- Promote and Develop Affordable Housing
- Support Homeownership

For FY 2025-2026, the City will address affordable housing with the following goals to implement the AI:

One Year Goals for the Number of Households to be Supported	
Homeless	188
Non-Homeless	125
Special-Needs	8
Total	321

Table 5 – One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	598
The Production of New Units	0
Rehab of Existing Units	5
Acquisition of Existing Units	0
Total	604

Table 6 – One Year Goals for Affordable Housing by Support Type

Discussion

The City will assist households, in correlation with the AI and ConPlan, with CDBG funds. For the number of households to be supported, the City will partner with Project: NEEDs, 1736 Family Crisis Center and Harbor Interfaith Services to provide assistance for individuals experiencing homelessness. For non-homeless households, the City will collaborate with Venice Family Clinic to provide services. Lastly, for special-needs households, the City will partner with Disability Community Resource Center to support seniors and individuals with disabilities.

For the number of households to be supported through support type, the City will work with the Redondo Beach Housing Authority to assist 598 households through rental assistance and assist 5 households through rehabilitation of the existing unit through the MA/ER Program.

Although the City of Redondo Beach will not produce new housing units or acquire existing units, the City prioritizes and aims to support households in obtaining affordable housing by preserving the current housing stock, providing rental assistance, and partnering with public service agencies who target homelessness prevention.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Redondo Beach does not own or manage public housing units.

Actions planned during the next year to address the needs to public housing

N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership

While the City of Redondo Beach does not own or manage public housing units, collaboration with the Redondo Beach Housing Authority (Housing Authority) is strong and ongoing. The relationship between the City and the Housing Authority helps to ensure that affordable housing is provided for residents. Based on the certifications submitted and 24 CFR 984.105(c)(1)(ii), HUD has granted the Housing Authority a full exception to maintain a Family Self-Sufficiency (FSS) Program. Per 24 CFR 984.105(e), the Housing Authority will continue to uphold its exception for five years, until February 7, 2028. However, the Housing Authority will continue to operate the FSS program until the two remaining families have completed the requirements and fulfilled the obligations under the Contract of Participation (CoP).

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority is designated as a High-Performer and not designated as a troubled agency.

Discussion

The Redondo Beach Housing Authority is designated as a High Performer Public Housing Authority and scored 96 percent for SEMAP. The Housing Authority provides support to 598 households through Housing Choice Vouchers and will continue to support residents in search of housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

During the 2025-2030 Consolidated Plan planning process, the City identified the following priority needs:

- Support the development of decent and affordable housing
- Provide services for the vulnerable population
- Create new affordable housing
- Provide housing and supportive services for people experiencing homelessness
- Assist with rental costs
- Support fair housing activities
- Provide public improvements

In order to combat homelessness, the City launched its Enhanced Response to Homelessness Program in June 2019 to conduct outreach and partner with individuals for case managers to provide needed services to unsheltered individuals. In 2024, the City achieved “functional zero”, where more individuals were placed in housing than became homeless during the first six months of the respective year.

In order to continue the City’s response to homelessness, staff ensured outreach in order to build trust with unsheltered individuals for case managers to provide vital services. Then, the City developed the first outdoor Homeless Court in Los Angeles County, where they work with the justice system to provide needed services to unhoused individuals and enable them to obtain permanent housing in an efficient manner.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The City is partnering with various departments, such as Community Services and City Attorney’s Office, to reduce and ultimately end homelessness for all individuals residing in Redondo Beach.

With CDBG funds, the City aims to provide hot meals and food pantry services to 90 individuals experiencing homelessness through collaboration with

Project: NEEDs. The City will partner with 1726 Family Crisis Center to provide shelter and case management to 90 victims of domestic violence and their children. The City will also work with Harbor Interfaith Services to provide temporary shelter and case management to 8 individuals experiencing homelessness through the Pallet Shelter Program.

The City understands homelessness not only affects the experiencing individuals but also the community as a whole. Thus, the City partnered with Century Housing, an affordable housing developer, for the development of Moonstone and leveraged General Funds and local county funds. This project converted 20 units at the Pacific Inn Motel into permanent supportive housing. The City plans on utilizing Moonstone for individuals who are transitioning out of the Pallet Shelter Program.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Through the Enhanced Response to Homelessness Program, the City Council passed a policy to proactively address homelessness, which includes partnerships with PATH, Homeless Intervention Services (HIS), and the Los Angeles Department of Mental Health. These organizations work with the Redondo Beach Police Department and other city departments to provide outreach and needed services to unhoused individuals. The City conducted outreach to better understand the community and how to provide efficient services. Through the outreach, the City identified three overarching categories of homelessness:

- Individuals with chronic mental illness;
- Individuals with drug additions; and
- Habitual offenders who experience homelessness committing small crimes.

Additionally, the Los Angeles Continuum of Care (CoC) coordinates the Greater Los Angeles Homeless Count, a homeless count, as well as a Shelter/Housing Inventory Count (HIC). The Point-In-Time (PIT) count is a snapshot of the number of people experiencing homelessness on a single night and conducted by local agencies across the U.S. to gather data on unhoused individuals and inform policy decisions regarding housing and supportive services. Los Angeles

Housing Service Authority (LAHSA) is the Los Angeles CoC and conducted the 2024 PIT Count during the week of January 22, 2024. The PIT Count registered a total of 20 individuals who are sheltered in temporary shelters, while 18 individuals are unsheltered and not in a dwelling. Additionally, 14 individuals were living in cars, 26 in vans, 7 in RVs, and 7 in tents.

The City will continue recommending individuals experiencing homelessness to utilize LA-HOP, an online tool used to identify what appropriate services are available. Through LA-HOP, an outreach coordinator is assigned to act as an agent and contact the appropriate team for the requested services. The goal of LA-HOP is to reduce response times for unhoused individuals.

Lastly, the City will continue their partnership with PATH, Harbor Interfaith Services, 1726 Family Crisis Center, Project: NEEDs, City Police Department, city Planning Department, and the Los Angeles Department of Mental Health to continue providing outreach and services to those experiencing homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City aims to provide a variety of homeless housing facilities and services to assist the different needs of individuals experiencing homelessness. Efforts include:

Emergency Shelter

608 beds serving individuals and families with children

Transitional Housing

605 beds serving individuals and families with children

Safe Haven

50 beds serving single men and women 18 years and over

Pallet Shelter Program

15 to 20 beds for temporary housing

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Below is a summary of programs in the area that serve chronically homeless individuals, families with children, veterans and their families, and unaccompanied youth to transition to permanent housing and independent living.

South Bay Coalition to End Homelessness – This agency is the lead homelessness collaborative in the Los Angeles Continuum of Care, located in SPA 8, provides referral and guides to an extensive range of homeless and related service programs in the area.

Homeless Family Solutions System – This program is a network of family homeless service providers who address the needs of homeless families or those at imminent risk of losing their housing. It works cooperatively with system partners to help families complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – This program is a needs-based assistance program aimed at serving homeless or at-risk families with children from birth to age 5, some with current or past involvement with the Department of Children and Family Services.

Supportive Services for Veteran Families (SSVF) – This program is a community-based, competitive grant program that rapidly re-houses homeless veteran families and prevents homelessness for those at imminent risk due to a housing crisis. The program's objective is to achieve housing stability through a short-term, focused intervention.

HUD-VASH Vouchers (VASH) – The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental

assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Unaccompanied Youth – There are several programs to serve this target group, including 1736 Emergency Youth Shelter, Hathaway-Sycamore: Independent Living Program, Divinity Prophet: Independent Living Program, and Richstone: THP and Transitional Living.

Moving Assistance (MA) – The MA Program helps CalWORKs Welfare-to-Work (WtW) families who are homeless or at risk of becoming homeless due to a financial crisis resulting from circumstances out of the family's control.

Emergency Assistance to Prevent Eviction (EAPE) – The EAPE Program helps CalWORKs Welfare-to-Work (WtW) families who are behind in rent and/or utility bills due to a financial crisis which could lead to an eviction and homelessness.

Homeless Assistance (HA) – The CalWORKs HA Program provides Temporary HA and Permanent HA. Temporary HA provides temporary shelter payments to homeless families while they are looking for permanent housing.

Redondo Beach Homeless Task Force – The City established their own homeless task force to introduce policies, partnerships, and strategies to address homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

There are several programs offered in Service Planning Area 8 that target different client groups to help avoid becoming homeless. A brief description of each program is provided below. Additionally, there is a federal program serving veterans and their families in the effort to end veteran homelessness.

Coordinated Entry System (CES) – The CES is a framework that unites regional providers working collaboratively to house chronically homeless individuals. Using a common assessment tool, individuals are prioritized into the most appropriate housing based on their needs. The CES also coordinates county and federal resources from agencies such as the Department of Mental Health, the Department of Health Services, housing authorities, and the Department of Veterans Affairs.

Homeless Family Solutions System – This program is a network of family homeless service providers who address the needs of homeless families or those at imminent risk of losing their housing. It works cooperatively with system partners to help families complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – This program is a needs-based assistance program aimed at serving homeless or at-risk families with children from birth to age 5, some with current or past involvement with the Department of Children and Family Services.

Supportive Services for Veteran Families (SSVF) – This program is a community-based, competitive grant program that rapidly re-houses homeless veteran families and prevents homelessness for those at imminent risk due to a housing crisis. The program's objective is to achieve housing stability through a short-term, focused intervention.

HUD-VASH Vouchers (VASH) – The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Moving Assistance (MA) – The MA Program helps CalWORKs Welfare-to-Work (WtW) families who are homeless or at risk of becoming homeless due to a financial crisis resulting from circumstances out of the family's control.

Emergency Assistance to Prevent Eviction (EAPE) – The EAPE Program helps CalWORKs Welfare-to-Work (WtW) families who are behind in rent and/or utility bills due to a financial crisis which could lead to an eviction and homelessness.

Homeless Assistance (HA) – The CalWORKs HA Program provides Temporary HA and Permanent HA. Temporary HA provides temporary shelter payments to homeless families while they are looking for permanent housing.

Redondo Beach Homeless Task Force – The City established their own homeless task force to introduce policies, partnerships, and strategies to address homelessness.

Discussion

The City of Redondo Beach has made great strides in reducing and ultimately ending homelessness in the community. The City will continue to prioritize addressing homelessness and providing decent housing for all.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Through the Analysis of Impediments to Fair Housing Choice (AI), the City identified the following contributing factors to affordable housing based on community engagement and data analysis:

- High cost of housing (rental and homeownership)
- Low support or assistance from financial institutions
- Lack of innovative programs to increase LMI homeownership
- High cost of development
- Substandard housing and overcrowding
- Lack of fair housing education and regulation
- Limited opportunities for affordable senior housing, including those entering the senior age group
- Lack of outreach regarding affordable housing opportunities
- Stigmas surrounding affordable housing development and unsheltered individuals

Thus, City staff identified the following goals and actions to address these factors:

- Support the Costs Associated with Housing
- Support the Costs of Housing for LMI and Special Needs Populations
- Support the Prevention of Housing Discrimination
- Promote the Development of Affordable Housing
- Support Homeownership

Additionally, the Community Development Department created the 2021-2029 Housing Element. The Housing Element was adopted by City Council and identified current and planned housing developments to meet the State of California's Regional Housing Needs Allocation (RHNA). The following projects were listed:

- South Bay Galleria Project – This redevelopment project has been entitled for the development of 300 units, including 30 very low-income

units.

- Legado Mixed Use Project – This mixed-use project consists of 115 units and 22,000 square feet of retail and restaurant space.
- Alcast Foundry – This redevelopment project has been entitled for the development of 36 townhomes.
- The Moonstone (Project Homekey) – This redevelopment project saw the conversion of a motel to 20 units of permanent supportive housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The 2021-2029 Housing Element defined strategies and programs that focus on:

- Conserving and improving existing affordable housing;
- Providing adequate housing sites;
- Assisting in the development of affordable housing;
- Removing governmental and other constraints to housing development; and
- Promoting equal housing opportunities.

The Housing Element also identified potential ordinances and site strategies for zoning updates to promote the development of affordable housing:

- Mixed-Use Development – The City identified nine underutilized properties that can be redeveloped for mixed-use development.
- Residential Overlay – The City identified six areas for potential housing opportunities: North Kingsdale, North Tech District, 190th Street, Industrial Flex – South of Transit Center, South Bay Marketplace – South of Galleria, and FedEx Area.
- Anticipated Accessory Dwelling Units (ADUs) – There has been a steady

increase in ADUs in the community. The City expects an average of 30 ADUs annually for the next eight years.

- Residential Recycling – Vacant parcels or potential sites where existing uses were not residential have been identified to be “recycled” into higher densities. A total of 826 parcels met the criteria listed in the 2021-2029 Housing Element.
- Housing on Church Properties – The City identified four churches along Broadway that can be used to provide affordable housing on site and receive parking relief to facilitate development.

The City will also be updating its Zoning Ordinance to implement the new General Plan. As part of the Zoning Ordinance update, the following ordinances will be addressed:

- AB 1763 – Density bonus for 100 percent affordable housing
- SB 1227 – Density bonus for student housing
- AB 2345 – Increase maximum allowable density
- SB 2, SB 745, and AB 2162 – Define transitional and supportive housing pursuant to California Government Code Sections 65582(f), (g), and (h); and permanent supportive housing up to 50 units are permitted by right where multi-family and mixed-use developments are permitted
- AB 139 – Amend zoning provisions for emergency shelters
- AB 101 – Establish provisions for Low Barrier Navigation Centers (LBNC)
- SB 35 – Establish a streamlined ministerial review process for multi-family residential projects
- Single Room Occupancy (SRO) Housing – Address the provisions of SRO units as a conditionally permitted use in the C-4 zone
- Employee Housing – Address the provision of employee housing for six or fewer employees as a regular residential use
- Reasonable Accommodation – Provide formal process for providing reasonable accommodation to persons with disabilities
- Definition of Family – Amend the Ordinance to remove the definition or

adopt an inclusive definition that complies with State and Federal fair housing laws

- Parking Requirements – Address parking requirements and amend parking burden on multi-family residential development
- Unlicensed Group Homes – Assess types of housing that may fall into this category and the provision of group homes that are not required to be licensed
- Conditional Use Permit – Raise threshold of administrative review and utilize a development review process that focuses on site plan and design reviews by the Planning Commissions for up to 15 units

Discussion

The City plans to mitigate any potential governmental constraints as it relates to housing production and affordability by reviewing and adjusting appropriate residential development standards, regulations, ordinances, processing procedures and residential fees, particularly for developments for low- and moderate-income residents.

AP-85 Other Actions – 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

Through the 5-Year Consolidated Planning process, the City identified the following groups who often face challenges with income and housing:

- Elderly households
- Persons with disabilities and developmental disabilities
- Large households
- Single-parent households
- Unsheltered individuals

In order to address obstacles to meeting underserved needs, the City will partner with a variety of public service agencies that aid with both housing and supportive services.

The City plans to work with St. Paul's Methodist Church – Project: NEEDs to provide hot meals and food pantry for individuals experiencing homelessness.

The City intends to fund Disability Community Resource Center to provide independent living skills, training, and referrals for housing.

The City will continue their partnership with 1736 Family Crisis Center to provide housing for victims of domestic violence and their children that are experiencing homelessness or at-risk of becoming homeless.

The City will collaborate with Harbor Interfaith Services to fund the Pallet Shelter Program, which provides temporary shelter for individuals experiencing homelessness.

Lastly, the City intends to work with Venice Family Clinic to provide services through their Behavioral Health Program to assist individuals with trauma and foster their wellbeing.

Actions planned to foster and maintain affordable housing

The City intends to foster and maintain affordable housing for residents in Redondo Beach by funding the Mobility Access/Emergency Repair (MA/ER) Program. This Program provides a \$7,500 grant to eligible homeowners for mobility access or emergency repairs. Through the Redondo Beach Housing Authority, the City will continue providing Housing Choice Vouchers to prevent homelessness and provide affordable housing for low- and moderate-income households. Lastly, the City will monitor these residential sites inventory to ensure there is no net loss in housing units and continue promoting the development of affordable housing.

Actions planned to reduce lead-based paint hazards

Per 24 CFR 35 of HUD regulations, the City implements Lead-Safe Housing through its Mobility Access/Emergency Repair Program. The City has and will continue to take actions necessary to identify and reduce lead-based paint hazards in Redondo Beach homes. Before work starts for eligible MA/ER Program applicants, the age of the house will be reviewed to accurately assess the presence of lead-based paint. The City will contract certified Lead-Based Paint Inspectors and/or Risk Assessors to test for lead-based paint, to perform risk assessments on lead-based paint positive houses, and to remove and/or abate lead-based paint. The MA/ER Program provides grants up to \$7,500 for mobility access and emergency repairs, in which impacts of lead-based paint are minimal. City Staff ensures all lead-based paint program requirements are followed as the scope of work is determined.

Actions planned to reduce the number of poverty-level families

The Housing Authority will continue to operate its Family Self-Sufficiency Program for the remaining two families until they have completed the requirements and fulfilled all of their obligations under the Contract of Participation (CoP).

Actions planned to develop institutional structure

The Community Services Department is responsible for direct oversight and administration of CDBG funds but also understands the importance of partnership to carry out housing and community development programs.

Thus, the Community Services Department will partner with the following departments and agencies:

- Community Development Department
- Public Works Department
- City Attorney's Office
- Redondo Beach Housing Authority
- Non-profit public service agencies
- Independent Contractors

Lastly, the City will review and implement changes to the Zoning Ordinance for the following codes:

- AB 1763 – Density bonus for 100 percent affordable housing
- SB 1227 – Density bonus for student housing
- AB 2345 – Increase maximum allowable density
- SB 2, SB 745, and AB 2162 – Define transitional and supportive housing pursuant to California Government Code Sections 65582(f), (g), and (h); and permanent supportive housing up to 50 units are permitted by right where multi-family and mixed-use developments are permitted
- AB 139 – Amend zoning provisions for emergency shelters
- AB 101 – Establish provisions for Low Barrier Navigation Centers (LBNC)
- SB 35 – Establish a streamlined ministerial review process for multi-family residential projects
- Single Room Occupancy (SRO) Housing – Address the provisions of SRO units as a conditionally permitted use in the C-4 zone
- Employee Housing – Address the provision of employee housing for six or fewer employees as a regular residential use
- Reasonable Accommodation – Provide formal process for providing reasonable accommodation to persons with disabilities
- Definition of Family – Amend the Ordinance to remove the definition or adopt an inclusive definition that complies with State and Federal fair housing laws
- Parking Requirements – Address parking requirements and amend

parking burden on multi-family residential development

- Unlicensed Group Homes – Assess types of housing that may fall into this category and the provision of group homes that are not required to be licensed
- Conditional Use Permit – Raise threshold of administrative review and utilize a development review process that focuses on site plan and design reviews by the Planning Commissions for up to 15 units

In all, the City of Redondo Beach is prepared to address and develop an institutional structure to promote the development of affordable housing.

Actions planned to enhance coordination between public and private housing and social service agencies

Through the City's Enhanced Response to Homelessness Program, the City created the Homeless Court. This provides a venue for addressing court cases related to those experiencing homelessness and to reduce the burden of transportation access to defendants. This Program also provides access to services from PATH and Harbor Interfaith Services, in which cases may be diverted or dismissed should the defendant participate. It also provides access to bridge housing through the Pallet Shelter Program. The City coordinates with various social service agencies as well as public agencies to ensure individuals receive specialized resources and assistance.

The City plans to work with affordable housing developers to acquire property and develop affordable housing for low- and moderate-income residents and the special needs population, such as the planned South Bay Galleria Project.

Lastly, the City plans to sign a contract with the Housing Rights Center to educate the public about fair housing laws and to investigate reported cases of housing discrimination.

Discussion

The City of Redondo Beach looks forward to maintaining existing relationships and fostering new partnerships to leverage federal funds received. The City has identified its goals and priorities for its community and has allocated federal

funds to assist and serve its residents. Lastly, the City is excited to continue serving all residents of Redondo Beach.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
 3. The amount of surplus funds from urban renewal settlements
 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
 5. The amount of income from float-funded activities
- Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

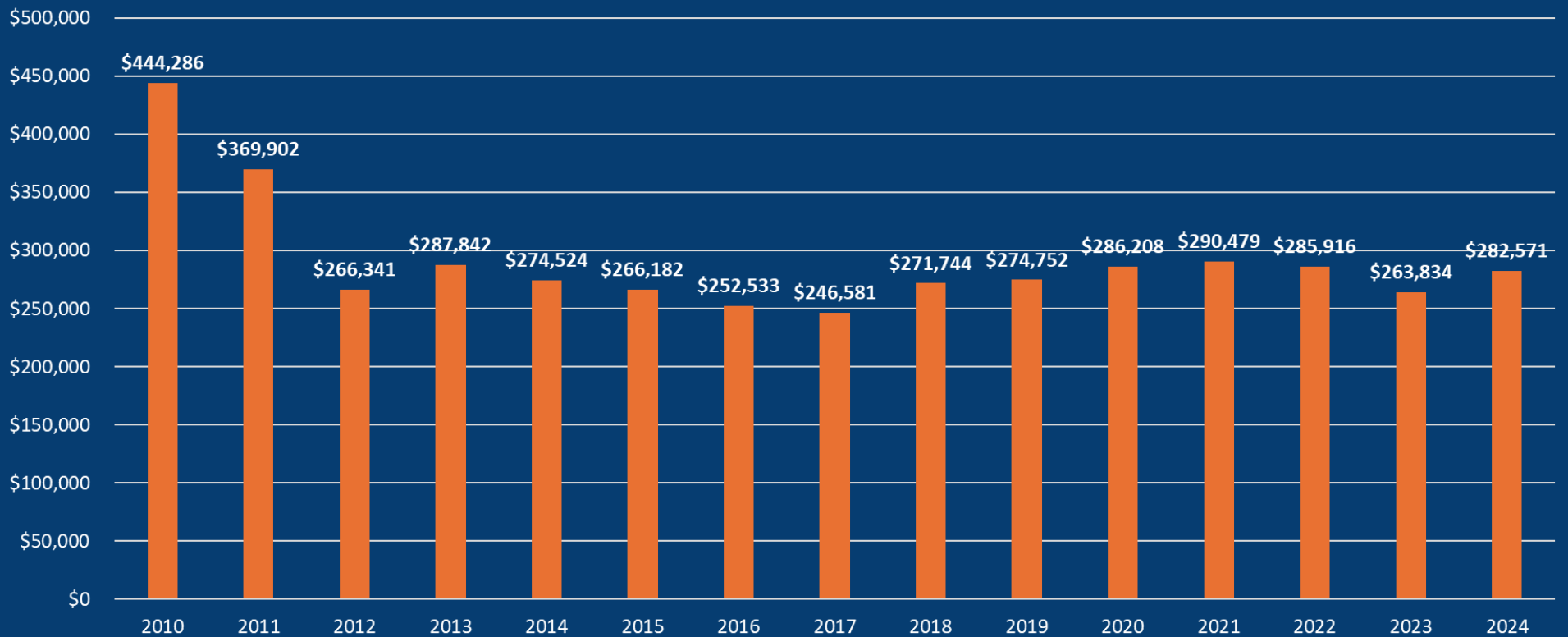
Appendix – Alternate/Local Data Sources

1	Data Source Name Community Needs Survey
	List the name of the organization or individual who originated the data set. City of Redondo Beach
	Provide a brief summary of the data set. A community and stakeholder survey were designed to receive feedback on various needs for community programs and facilities, quality of life improvements, homelessness needs, housing discrimination, and barriers to housing access. The Survey was made available in both English and Spanish. The City received a total of 122 responses.
	What was the purpose for developing this data set? The purpose of the survey was to help the City prepare its 5-Year Consolidated Plan and provide opportunity for community input to assist the City in setting its future goals and programs to better serve the community.
	Provide the year (and optionally month, or month and day) for when the data was collected. June 3, 2024, through November 6, 2024
	Briefly describe the methodology for the data collection. A total of 11 questions were asked to determine participants' priority of needs for the City. The Survey was made available from June 3, 2024 to September 3, 2024. Information about the Survey was disseminated on the City's dedicated CDBG webpage, and at seven (7) City facilities throughout Redondo Beach. Staff also engaged respondents through City social media pages, such as Instagram and Facebook.
	Describe the total population from which the sample was taken. A total of 122 respondents participated in the survey. The City received 0 responses in Spanish, and 122 responses in English.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. A total of 122 respondents participated in the survey. 98% of respondents predominantly spoke English at home. 50% were homeowners in Redondo Beach. 53% live and/or worked in Redondo Beach for over 10 years. Majority of respondents did not believe Redondo Beach was vulnerable to natural disasters and/or flooding. 36% of respondents specified areas that are vulnerable to natural disasters.

2	Data Source Name Administrative Data Sets
	List the name of the organization or individual who originated the data set. City of Redondo Beach
	Provide a brief summary of the data set. <p>The data set examine demographics, housing, economy, public policies, community needs, and special population to help identify and address the housing and community development needs.</p> <p>Decennial Census 2000, 2010, and 2020, U.S. Census Bureau.</p> <p>American Community Survey (ACS) 2016–2020 5–Year Estimates and 2022 1–Year Estimates</p> <p>U.S. Department of Housing and Urban Development (HUD)</p> <p>Point-in-Time Count 2023, Los Angeles Homeless Services Authority (LAHSA).</p> <p>Community Reinvestment Act (CRA) Rating Search, Federal Financial Institutions Examinations Council (FFIEC)</p> <p>Comprehensive Housing Affordability Strategy (CHAS) 2016–2020 5–Year Estimates.</p> <p>Brown University (Diversity and Disparities: Residential Segregation)</p> <p>Home Mortgage Disclosure Act (HMDA) Data Browser 2022, Federal Financial Institutions Examination Council (FFIEC).</p> <p>Uniform Crime Reporting (UCR) Program 2019, Federal Bureau of Investigation (FBI).</p> <p>City of Redondo Beach:</p> <ul style="list-style-type: none"> -Proposed Five–Year Capital Improvement Program 2024–2029 -Local Hazard Mitigation Plan 2020 -Community and Stakeholder Surveys -Community meetings -Stakeholder Interviews -Redondo Beach Housing Authority
	What was the purpose for developing this data set? <p>The purpose of developing this data set is to support the City of Redondo Beach’s commitment to meeting the housing and community's needs, while also adhering to state, federal and local jurisdiction laws.</p>

	<p>How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?</p> <p>The administrative data collection is comprehensive, covering various aspects of housing and community characteristics in Redondo Beach. The primary focus is on the City's constituent and includes demographic data, housing conditions, public policies, lending practices, and community participation. Additionally, the data address specific populations, including low-income households, seniors, individuals with disabilities, and homeless individuals. Data was gathered through various methods, including desk admin data collections, community meetings, surveys, social media, emails, stakeholder interviews, and public reviews, ensuring a wide range of perspectives.</p> <p>What time period (provide the year, and optionally month, or month and day) is covered by this data set?</p> <p>o The dataset will be used for the Consolidated Plan period from 2025 to 2030. Data includes historical data from previous years as listed in the brief summary of the data set.</p> <ul style="list-style-type: none"> -Community and Stakeholder Surveys: June 3, 2024 – November 15, 2024C -Community Meetings in June and October of 2024 <p>What is the status of the data set (complete, in progress, or planned)?</p> <p>The status of the data set is complete</p>
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History of CDBG Funding (2010 to 2024)





Administrative Report

L.2., File # 25-0761

Meeting Date: 6/17/2025

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

TITLE

CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025-26 PROPOSED BUDGET, 2025-2030 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND ASSOCIATED BUDGET RESPONSE REPORTS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-042, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2025-26

- a. Reconvene the Public Hearing, take testimony;
- b. Close the Public Hearing;
- c. Receive and file Budget Response Reports; and
- d. Adopt by title only Resolution No. CC-2506-042, incorporating the adjustments identified in BRR 1 & 1(A) and the final City Council motion.

EXECUTIVE SUMMARY

On May 16, 2025, City staff published the FY 2025-26 Proposed Budget and the 2025-2030 Five-Year Capital Improvement Program (CIP). On May 20, 2025, the proposed Budget was introduced by the City Manager, the Council was provided the opportunity to request additional Budget Response Reports (BRRs), and June 3, 2025 was set as the date for the first Public Hearing to discuss the Budget. On June 3, 2025, the City Council focused on the proposed operating budget, received reports from Department Heads, asked questions of staff, took public comment, and continued the Public Hearing to June 10, 2025. The June 10th discussion focused on the City's 2025-2030 Capital Improvement Program. The June 17th Hearing is focused on the City Council's consideration of Budget Adoption.

The City Charter requires City Council to adopt the annual budget by June 30, 2025. A resolution for City Council adoption of the FY 2025-26 Budget, which includes the annual appropriations for operations and capital projects, proposed by the City Manager, is attached for City Council consideration.

Staff also recommends that the City Council approve Budget Response Reports #1 and 1(A) as part of the final budget motion to incorporate identified corrections to the proposed budget document.

BACKGROUND

The Proposed FY 2025-26 Budget is balanced in accordance with the City Council's adopted Financial Principles. If Council adopts the Budget with all of the recommended Decision Packages, the General Fund's unallocated balance would be \$42,906.

During the FY 2025-26 budget process, staff submitted 59 Budget Response Reports for City Council consideration. These reports provide detailed information on prospective projects or policy changes the Council may wish to consider during the budget adoption process. Additionally, Budget Response Reports #01 and #01A provide the City Council with corrections and adjustments to the Proposed Budget for inclusion in the Adopted Budget.

The City Manager's Budget Message describes the Budget development process, the projected financial outlook for the coming fiscal year, and summarizes the Budget's proposed revenues and expenditures. It also presents recommended Decision Packages - additions or reductions to the base budget that are not contractually obligated or the result of annual personnel allocation updates - and details their financial impact.

The Budget includes a section of Fund Summaries that highlights the status of key fund balances and presents more detailed summaries (mini-financials) to describe important fund and business unit activities.

The Department Sections of the Budget identify each Department's mission, staffing level, annual maintenance and operations expenses, core services, key projects and assignments, and customer service work measures.

The CIP identifies the capital investment recommended to meet the City's policy goals and ensure good stewardship of the community's existing infrastructure. The CIP identifies the projects, their estimated costs, and the financing methods proposed to implement the City's capital investment goals, while supporting the maintenance of new and existing infrastructure.

The proposed General Fund Budget is summarized in the table below:

FY 2025-26 General Fund Summary	
Estimated Beginning Fund Balance	\$2,612,555
Core Operating Budget	
Proposed Core Revenues and Transfers In	123,450,395
Proposed Core Expenditures and Transfers Out	(123,449,820)
Core Operating Budget Excess/(Deficit)	\$575
Additional Payments & Sources of Funds	
Unfunded Accrued Liability (UAL) Payment	(4,263,037)
Use of the CalPERS Pension Reserve Fund	3,500,000
Up-front Measure FP Costs (estimated)	(422,800)
Use of Future Bond Proceeds / Interest	422,800
Increased Contribution to the Economic Contingency Reserve	(423,014)
Additional Payments Excess/(Deficit)	(\$1,186,051)
General Fund Balance before Decision Packages	\$1,427,079
Recommended Decision Packages - Ongoing	
Recommended Revenues	1,169,128
Recommended Expenditures	(830,806)
Ongoing Decision Packages Excess/(Deficit)	338,322
Recommended Decision Packages - One-Time	
Recommended Revenues	45,000
Recommended Expenditures	(1,767,495)
One-Time Decision Packages Excess/(Deficit)	(1,722,495)
Total FY 2025-26 Proposed Decision Packages Excess/(Deficit)	(\$1,384,173)
Total Estimated Year-End General Fund Balance after Recommendations	\$42,906

Any final changes to the Proposed Budget should be identified in the adopted budget motion. Following approval of the budget motion, staff will update the attached budget Resolution to reflect the changes made by the City Council and send all final documents to the Mayor for signature to formally adopt the City's FY 2025-26 Budget.

COORDINATION

All City Departments participated in the preparation of the FY 2025-26 City Manager's Proposed Budget and Five-Year Capital Improvement Program. The Planning Commission reviewed and confirmed the Proposed CIP for General Plan Consistency on June 2, 2025. The Budget and Finance Commission reviewed the Budget on June 12, 2025. General commission input on the Budget is included in BRR #2. Input from the Budget and Finance Commission's June 12th meeting, will be included as a Blue Folder item for the June 17, 2025 City Council agenda via Budget Response Report #2A.

FISCAL IMPACT

The adopted Fiscal Year 2025-26 Budget will create the financial guideline for all City operations.

The Five-Year CIP is a planning document. Only funding for the capital projects identified in the first year of the CIP will be appropriated as part of the FY 2025-26 Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Resolution-Budget Adoption Resolution
 - Table - Summary of Estimated Revenues, Appropriations, and Fund Balance Changes With City Manager Recommendations
- FY 2025-26 Budget Response Reports - June 17, 2025

RESOLUTION NO. CC-2506-042

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, ADOPTING AN ANNUAL
BUDGET FOR FISCAL YEAR 2025-2026**

WHEREAS, the City Manager has prepared and submitted to the City Council a proposed annual budget for the Fiscal Year 2025-2026 which commences on July 1, 2025 and ends on June 30, 2026; and

WHEREAS, the City Council has considered the proposed annual budget; and

WHEREAS, a public hearing has been duly held pursuant to the provisions of the Charter of the City of Redondo Beach; and

WHEREAS, the City Council concurs with the proposed revenue and expenditure plan as outlined by the City Manager.

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

SECTION 1. That the City Manager's proposed annual budget for Fiscal year 2025-2026, as summarized in the document entitled Summary of Estimated Revenues & Appropriations and Estimated Changes in Fund Balances attached hereto as Exhibit A, and incorporated herein by this reference, is hereby adopted.

SECTION 2. That the expenditures of public funds in the amount of \$211,326,579, comprised of Proposed Appropriations (Operating) in the amount of \$181,624,316 and Proposed Appropriations (Capital) in the amount of \$29,702,263 are authorized in accordance with the programs and services outlined in said budget.

SECTION 3. 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 17th day of June, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy A. Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2506-042 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 17th day of June, 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:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

EXHIBIT A
SUMMARY OF ESTIMATED REVENUES & APPROPRIATIONS
AND ESTIMATED CHANGES IN FUND BALANCES

See attached.

CITY OF REDONDO BEACH PROPOSED BUDGET FY 2025-26

SUMMARY OF ESTIMATED REVENUES, APPROPRIATIONS, AND FUND BALANCE CHANGES WITH CITY MANAGER RECOMMENDATIONS

Fund	Estimated Fund Balance July 1, 2025	Proposed Revenues FY 2025-26	Proposed Appropriations FY 2025-26 (Operating)	Proposed Appropriations FY 2025-26 (Capital)	Transfers In	Transfers Out	City Manager Recom- mendations (net)	Estimated Fund Balance June 30, 2026
General Fund	2,612,555	120,709,967	(109,498,474)	-	2,740,428	(15,137,398)	(1,384,173)	42,906
Special Revenue Funds								
State Gas Tax	4,936,469	3,757,941	(1,350,971)	(2,191,060)	-	-	(88,773)	5,063,607
Storm Drain Improvement	105,070	30,000	-	(28,425)	-	-	-	106,645
Street Landscaping and Lighting	-	1,530,600	(2,807,500)	-	1,226,345	-	-	(50,555)
Local Transportation Article 3	70,249	80,698	-	(127,627)	-	-	-	23,320
Measure M	3,310,497	1,435,427	-	(3,650,390)	-	-	-	1,095,534
Proposition A	906,349	2,023,365	-	(75,000)	-	(1,333,582)	-	1,521,132
Proposition C	4,159,315	1,773,444	-	(5,544,231)	-	-	-	388,528
Measure R	2,148,600	1,255,083	-	(3,287,396)	-	-	-	116,287
Measure W	302,160	720,000	(331,770)	(1,327,938)	-	-	-	(637,548)
Air Quality Improvement	283,089	90,000	(115,969)	(269,576)	-	-	-	(12,456)
Intergovernmental Grants	-	54,270,536	(286,009)	(53,984,527)	-	-	-	-
Comm Develop Block Grant	-	285,916	(140,071)	(83,195)	-	-	-	62,650
Housing Authority	2,487,601	8,633,644	(8,052,744)	-	-	-	-	3,068,501
Parks and Recreation Facilities	151,993	31,500	-	(48,000)	-	-	-	135,493
Narcotic Forfeiture and Seizure	(64,457)	30,000	(61,157)	-	-	-	-	(95,614)
Subdivision Park Trust	2,804,917	1,075,000	-	(3,533,051)	-	-	-	346,866
Disaster Recovery	327,333	51,000	(17,060)	-	-	-	-	361,273
CalPERS Reserve Fund	7,975,721	-	(3,500,000)	-	-	-	-	4,475,721
Total	29,904,907	77,074,154	(16,663,251)	(74,150,416)	1,226,345	(1,333,582)	(88,773)	15,969,383
Capital Projects Funds								
Capital Projects	10,011,028	540,298	(194,590)	(11,139,787)	839,921	-	-	56,870
Major Facilities Reconstruction	836,130	-	-	(827,980)	-	-	-	8,150
Open Space Acquisition	763,097	-	-	(322,394)	-	-	-	440,703
Total	11,610,255	540,298	(194,590)	(12,290,161)	839,921	-	-	505,722
Enterprise Funds								
Harbor Tidelands	-	7,825,220	(6,903,733)	52,387	-	(568,673)	(445,282)	(40,082)
Harbor Uplands	-	6,389,000	(5,841,883)	399,986	-	(1,839,190)	(121,006)	(1,013,093)
Solid Waste	1,618,436	7,210,928	(7,170,644)	(218,498)	-	(73,377)	(27,699)	1,339,146
Wastewater	3,113,003	5,871,203	(4,241,817)	(3,183,801)	-	(191,305)	(6,300)	1,360,984
Transit	58,270	2,897,078	(6,036,859)	-	1,333,582	(64,205)	(1,031,236)	(2,843,371)
Total	4,789,710	30,193,429	(30,194,936)	(2,949,926)	1,333,582	(2,736,750)	(1,631,523)	(1,196,415)
Internal Service Funds								
Self-Insurance Program	8,317,394	7,681,233	(9,671,675)	-	-	(10,482)	(80,886)	6,235,584
Vehicle Replacement	5,706,653	5,157,417	(2,898,091)	(325,104)	-	(73,377)	(1,548,599)	6,018,899
Building Occupancy	352,277	3,922,105	(3,810,973)	-	-	(151,995)	(159,201)	152,213
Information Technology	749,366	5,258,901	(5,088,276)	-	-	(150,685)	(327,504)	441,802
Emergency Communications	1,103,972	4,193,132	(3,604,049)	-	-	(209,649)	(350,228)	1,133,178
Major Facilities Repair	488,383	137,270	-	(612,749)	-	-	-	12,904
Total	16,718,046	26,350,058	(25,073,064)	(937,853)	-	(596,188)	(2,466,418)	13,994,581
Total Before Adjustments	65,635,472	254,867,906	(181,624,316)	(90,328,356)	6,140,276	(19,803,918)	(5,570,887)	29,316,177
Less: Capital Carryover Funding				60,626,093				
Total Adjusted for Capital Carryover	65,635,472	254,867,906	(181,624,316)	(29,702,263)	6,140,276	(19,803,918)	(5,570,887)	29,316,177
Less: Int Svc Fds/Overhead	-	(39,469,884)	39,469,884					
Total City-Adjusted for Internal Services & Capital Carryover	65,635,472	215,398,022	(142,154,432)	(29,702,263)	6,140,276	(19,803,918)	(5,570,887)	29,316,177

Fund	Estimated Fund Balance July 1, 2025	Proposed Revenues FY 2025-26	Proposed Appropriations FY 2025-26 (Operating)	Proposed Appropriations FY 2025-26 (Capital)	Transfers In	Transfers Out	City Manager Recom- mendations (net)	Estimated Fund Balance June 30, 2026
Deposit Fund	-	-	-	-	-	-	-	-
Successor Agency-City	-	83,307	(83,307)	-	-	-	-	(0)
Housing Successor-City	-	695,930	(1,296,606)	-	-	-	-	(600,676)
Successor Agency	-	881,938	(217,891)	-	-	(839,921)	-	(175,874)
Housing Successor Agency	3,497,714	44,000	(230,954)	-	-	(250,000)	-	3,060,760
Community Financing Authority	5,369,200	273,975	(15,017,138)	-	14,753,563	-	-	5,379,600
Total non-City	8,866,914	1,979,150	(16,845,897)	-	14,753,563	(1,089,921)	-	7,663,809
Adopted Grand Total	74,502,386	217,377,172	(159,000,329)	(29,702,263)	20,893,839	(20,883,439)	(5,570,887)	36,979,986

- The General Fund beginning fund balance is net of the City Council-set 8.33% minimum contingency reserve
- General Fund appropriations include CalPERS UAL, contribution to reserve, and associated offsetting use of funds
- Estimated beginning fund balances reflect projected annual FY 2024-25 spending and commitments
- Beginning Balance of Intergovernmental Grants Fund and Community Development Block Grants Fund is set at zero as it is negative due to grant revenue and expenditure timing; this negative balance does not indicate a lack of funds.
- Most of the City's grants, including most capital grants, are paid on a reimbursement basis so that expenditure leads revenue. The City will identify annual estimated grant reimbursement for the fiscal year with the Carryover Budget report.
- The Street Landscaping & Lighting and Transit Fund balances are both shown at zero as they are subsidized by the General Fund and Proposition A funds, respectively.
- The Self-Insurance Program Fund beginning fund balance reflects a positive cash balance including offsets for future workers' compensation and liability claims.
- Internal Service Funds and Enterprise Fund starting fund balances back out long-term liabilities related to the 2021A lease revenue bond payment.
- The Transit Fund negative balance reflects timing of funding/ allocation
- The Harbor Tidelands and Harbor Uplands anticipate a zero starting estimated starting fund balances pending final final year-end revenue and operational spending.
- The total for Budget Resolution/ Adopted Appropriations is equal to the Total City Appropriations adjusted for Capital Carryover subtotal, adding the Appropriations (Operating) and Appropriations (Capital) columns. Carryover funding is included in the appropriations column to more accurately represent anticipated expenses for committed capital spending and therefore better capture available ending fund balance, and backed out of the total for the Adopted Budget to allow for final adjustments to carryover figures following fiscal year-end. This is also consistent with past practice to adopt new capital funding only at the time of budget adoption.



REDONDO
BEACH

FISCAL YEAR
2025-2026

BUDGET RESPONSE REPORTS

CITY OF REDONDO BEACH

BUDGET RESPONSE REPORTS

FY 2025-26 BUDGET

The following is a list of Budget Response Reports to be delivered with the FY 2025-26 Budget. A glossary with full Department names is at the end of the document.

#	Dept	Question	Submitted
1.	FS	What changes or corrections have been made to the FY 2025-26 Proposed Budget and CIP since the initial publishing on May 16, 2025?	06/10/25 6/1725 (1A)
2.	FS/CM	What written correspondence and/or motions have Commissions provided to the City Council regarding the FY 2025-26 Proposed Budget?	06/10/25
3.	PW	What is the cost to construct a sound wall on the Prospect median between Beryl St. and Diamond St.?	06/03/25
4.	CA	What is the cost for an inclement weather shelter, and what is the possibility of partnering with local churches?	06/10/25
5.	CCO	What is the cost to enhance and make the process to record meeting minutes more efficient, including the possibility of using technological solutions?	06/10/25
6.	CCO	What were the final costs for FY 2024-25 elections? What are the options, and costs, to implement a resident survey and educational outreach program related to Ranked Choice Voting?	06/10/25 (Blue Folder)
7.	CD	What position changes does the recently completed Community Development Organizational Assessment recommend, and what are the associated costs?	06/10/25
8.	CD/PW	Can the Big Lots parking lot be reopened for use?	06/03/25
9.	CM	What are the costs and revenue opportunities for licensing the City logo for resale purposes?	06/10/25
10.	CM/FS	What costs related to Measure FP implementation does the City expect to incur in FY 2025-26 and are they eligible for Bond reimbursement?	06/10/25

#	Dept	Question	Submitted
11.	CS	What is the Metro GO pass / Ride-for-Free on Beach Cities Transit (BCT) program, and what is the cost to add this program to the BCT system?	06/10/25
12.	CS	What are the usage statistics for City-owned facilities that are leased or rented daily over the last three years? How does the City make these facilities available, and what external groups have used them? What revenue has the City collected associated with the use of these facilities?	06/10/25 (Blue Folder)
13.	FS	What percentage of the City's major revenue sources does each zip code generate? What primary economic activities occur in these areas?	06/10/25 (Blue Folder)
14.	FS/CT	What is the status of ongoing legislation related to Utility Users' Tax and streaming services? What actions would the City need to take to benefit from rulings favorable to cities?	06/10/25
15.	Police	What is the status of Sworn personnel staffing in the Police Department?	06/03/25
16.	Police	What is the status of Civilian personnel staffing in the Police Department?	06/03/25
17.	Police	How is the Police Department addressing traffic enforcement and safety on residential streets and the enforcement of truck routes, and what are the costs associated with these efforts?	06/03/25
18.	Police	What is the status of parking meter permit revenue and what are the options to prorate the parking meter permit fee?	06/03/25
19.	Police	What is the status of revenue collection following the Police Department's 24-25 Master Fee Schedule update?	06/03/25
20.	Police	What technology platforms does the Police Department utilize to increase transparency and build trust, and what are the plans for the evolution of these programs to meet changing needs?	06/03/25
21.	Police	How does the Police Department's Wellness Program support employee health and morale, what are the plans for the evolution of these programs to meet changing needs, and what are the anticipated long-term benefits of investing in this initiative?	06/03/25
22.	PW	What are the options and costs to address speeding concerns on the Prospect frontage road?	06/03/25
23.	PW	What tools can be acquired to expand the maintenance capacity of the Public Works Department, including the cost to purchase an asphalt zipper? Can	06/03/25

#	Dept	Question	Submitted
		the City partner with neighboring cities to defray roadway maintenance costs?	
24.	PW	What is the cost to add raised crosswalks and a speed table on Ford Avenue, and is it a feasible solution to improve pedestrian safety?	06/03/25
25.	PW	What would it cost to replace the fencing along the north side of Grant Avenue, west of the railroad bridge?	06/03/25
26.	PW/ CS	What is the cost to replace the basketball hoops, resurface the court, and install a mini dog run at General Eaton parkette?	06/10/25
27.	CS	What improvements have been completed at the Perry Park Teen Center to date, what additional amenities have been identified by the community and Youth Commission for installation, what is the estimated cost, and how much funding is available/recommended in the CIP for these items?	06/10/25 (Blue Folder)
28.	IT/CM	What is the cost of an AI software tool (information agent) to assist City residents and customers with online information and service requests?	06/03/25
29.	IT/CM	What is the cost to replace/upgrade the City's current Comcate customer service request/referral software program?	06/03/25
30.	PW/ CS	What is the cost to paint the Artesia & Grant train crossing bridges and what funding is available in the proposed Budget to complete this work?	06/10/25 (Blue Folder)
31.	CS	What special events were designated as Signature Events and received City subsidy in Fiscal Year 2024-25?	06/10/25
32.	CS	What was the cultural and entertainment rental activity at the RBPAC in FY 2024-25, and what rental activity is expected in FY 2025-26?	06/10/25
33.	CS	Can an additional fee (surcharge) for use of the Redondo Beach Performing Arts Center be implemented to fund facility upgrades?	06/10/25
34.	WED	What is the cost for an additional Economic Development staff member?	06/03/25
35.	Library	What is the cost to create a sensory room in the Public Library?	06/03/25
36.	PW	What is the cost to repaint the King Harbor entryway (at PCH) sign poles and to replace the plastic sign face/logo?	06/03/25
37.	CS	What projects have received funding from the John Parsons Public Art Fund, and what amount remains unallocated and available in the fund?	06/10/25

#	Dept	Question	Submitted
38.	WED/ PW	What is the cost to replace the flags above International Boardwalk with new City/Pier branding?	06/03/25
39.	FS	How did the City's current pension unfunded accrued liability (UAL) develop following the 2021 UAL payoff using lease revenue bonds?	06/03/25
40.	PW/ Police	Can the City add parking meters on Herondo Street, west of Francisca Ave.? What is the cost for installation, if so, and what additional revenue would be estimated as a result of the implementation? Can some of the spaces be used to create an additional vehicle lane to assist with east bound traffic throughput at PCH?	06/03/25
41.	PW/ WED	What is the cost to replace the light pole banner hardware in Riviera Village?	06/03/25
42.	WED	What are the costs of installing and maintaining LED string lights on the trees in the Artesia Blvd. median?	06/10/25
43.	Police	What is the fiscal impact of staffing the current 27 Crossing Guard locations in the City, plus two additional locations at the Greenbelt pedestrian crossing on Artesia and at the intersection of Inglewood and Grant Avenues? What do neighboring cities and school districts contribute to crossing guard services?	06/10/25
44.	PW	What is the estimated cost to repair critical public infrastructure in the waterfront including the beach pedestrian path, the storm drain outfall facilities south of Topaz, and the sea walls in King Harbor?	06/03/25
45.	PW	What would be the cost to replace the fencing at the Perry Park baseball field, and would a replacement project be eligible for Quimby Funds?	06/03/25
46.	PW	What is the cost to conduct an in-depth structural analysis of the Pier Parking Structure's upper deck?	06/10/25
47.	PW	What are the options, and associated cost, to install dedicated bicycle lanes on Palos Verdes Boulevard?	06/03/25
48.	PW	What is the cost to systematically replace aging street signs and traffic signal poles throughout the City?	06/03/25
49.	PW	What are the cost estimates and funding options to identify and perform major reconstruction on non-residential City streets that are currently unfunded through other City programs?	06/10/25
50.	PW	What are the costs and options to paint murals in intersections using the City's new logo?	06/03/25

#	Dept	Question	Submitted
51.	WED	What are the costs associated with adding hardware and banner signs to the street light poles along Artesia Blvd, and what are the costs anticipated to maintain the existing banners along Harbor Drive?	06/03/25
52.	HR	AB 2561 was signed by Governor Newsom and became effective January 1, 2025. Under this new law, what are the City's new reporting obligations regarding vacant job positions?	06/10/25
53.	PW	How does the City's Vehicle and Heavy Equipment Replacement Program work and what City vehicles and equipment are scheduled for replacement in the 2025-2026 Fiscal Year?	06/10/25
54.	IT	How does the City's Information Technology Equipment Replacement Program work, and what equipment is recommended for replacement in the 2025-2026 Fiscal Year?	06/03/25
55.	Police/ CS	What are the public safety and traffic control costs to close Catalina Avenue between Ave I and Vista Del Mar for pedestrian oriented special events? How much additional parking revenue was generated in Riviera Village in 2024 as a result of the change to the Holiday free parking waiver period?	06/03/25
56.	CS	When did the City last update Seaside Lagoon Fees? What are options to increase these fees, and what revenue could this generate?	06/10/25
57.	PD	How many preferential parking zones does the City maintain? How many permits are issued in each of the zones? What are the current permit fees and when were they last adjusted? What is the estimated cost to maintain and enforce the preferential parking program?	06/10/25
58.	PW	What would it cost to trim the palm trees on Artesia Boulevard every year?	06/10/25
59.	CS	What is the cost to add a Supervisor Position to the Recreation Services Division of the Community Services Department?	06/10/25

CITY OF REDONDO BEACH Budget Response Report

#01

June 10, 2025

Question:

What changes or corrections have been made to the FY 2025-26 Proposed Budget and CIP since the initial publishing on May 16, 2025?

Response:

The City has made the following changes to the FY 2025-26 Proposed Budget and CIP since posting the document on May 16, 2025.

<u>Section</u>	<u>Page</u>	<u>Revision & Justification</u>
General Information		
	Frequently Asked Questions	Responses for revenue and spending questions to reflect current numbers
	City Organizational Chart	Revised Boards and Commissions to reflect reorganizations effective in FY 2024-25.
	Mayor & Council	Moved City staff to a new page; added City Manager to that page; re-ordered Elected Officials to alphabetical order
	City of Redondo Beach Profile and Statistics	Updated employer information and noted it applies to non-Government employment
Departments	Department Summary Tables	
	All Departments	Updated FY 2023-24 Actuals and FY 2024 Revised Budget due to errors in data upload.
	Information Technology Human Resources Finance Police Fire Community Services Waterfront & Economic Development Public Works	Updated FY 2025-26 Proposed Budget to reflect final changes made in financial system and incorporated in summary tables but not reflected in data upload. With the updates, Departments match to Citywide summary data. Citywide data/ summaries did not change. <u>Remove duplicate entries for 2021A Bond payments in non-General Funds:</u>

<u>Section</u>	<u>Page</u>	<u>Revision & Justification</u>
		(Information Technology, Human Resources, Fire, Police Community Services, Waterfront & Economic Development, Public Works Departments) <u>Correct duplicate/ prior year Car Allowance, Cell Phone Allowance, and Personnel Adjustments</u> (Finance, Police, Community Services, Public Works) <u>Duplicate South Bay Center payment pass-through</u> (Waterfront & Economic Development)
	City Clerk's Office	Updates City Clerk Administration Summary to correctly reflect that Division's allocation versus repeating the entire Department
Departments	Department Personnel Tables/ Personnel Summaries	
	Fire	Move Fire Division Chief and Fire Captain positions to the correct location under Fire Prevention
	Public Library	Update number of Library Clerks from 2 to 5
	Community Development	Correct position count for Community Development Director from 1.0 to 0.5 under Building Services
Departments	Department Sections/ General Formatting	
	City Clerk's Office	Hide extraneous tables for Personnel Summary and Summary of Goals blocks consistent with other Department/ Division presentations
	Human Resources	Change title to Summary of Personnel
	Public Works	Format Summary of Personnel to fit all columns
	Police	Format Summary of Personnel to fit all columns
	Public Library	Format org chart to be larger and more readable

<u>Section</u>	<u>Page</u>	<u>Revision & Justification</u>
	Finance, Fire Community Development Waterfront & Economic Development Public Works	Update tables in goals, objectives, benchmarks to be fit the page/ be more readable

In addition to the changes noted above, staff made the following changes throughout the book:

- Corrected minor grammar/punctuation/spacing in narrative sections
- Updated the document throughout to add blank pages so that the document will print correctly with tabs to separate sections.

CITY OF REDONDO BEACH Budget Response Report

#01A

June 17, 2025

Question:

What changes or corrections have been made to the FY 2025-26 Proposed Budget and CIP since the initial publishing on May 16, 2025?

Response:

An initial response to this question was presented at the June 10, 2025, City Council Meeting as BRR #01. Following the meeting, staff identified additional edits and formatting changes for the final FY 2025-26 Adopted Budget and CIP documents. The changes are reflected below, and are in addition to those included in BRR #01.

FY 2025-26 Proposed Budget

<u>Section</u>	<u>Page</u>	<u>Revision & Justification</u>
Financial Summaries		
	Summary of Estimated Revenues and Appropriations and Estimated Changes in Fund Balance	<p>Remove \$790,000 in revenue from the Deposit Fund to reflect entries from the prior year that were included in error.</p> <p>Add an adjustment for capital carryover appropriation and introduce a sub-total for capital and City appropriations that excludes carryover amounts.</p> <p>This calculation appropriately identifies the one-year appropriations amount for the City's Budget Resolution, while still displaying the carryover amount in the table to reflect uncommitted funding available for future year projects in each fund total.</p> <p>Add footnote explaining this subtotal and tie it to the Budget Resolution.</p>
	Debt	Add a section providing an overview of the City's debt that is consistent with best practice for budget documents.

<u>Section</u>	<u>Page</u>	<u>Revision & Justification</u>
Revenues		
	Two-Year Comparison of Estimated Revenues by Fund	Create additional data summaries to provide additional ways to view Proposed Budget numbers.
	Revenue Detail by Fund-Character	
	Available Resources-Where it Comes From	
Expenditures		
	Two-Year Comparison of Expenditures by Fund	Create additional data summaries to provide additional ways to view Proposed Budget numbers.
	Two-Year Comparison of Expenditures by Department	
	Expenditure Detail by Fund-Character	
	Expenditures Detail by Department	
	Expenditures-Where it Goes	

2025-30 Proposed Capital Improvement Program

<u>Section</u>	<u>Page</u>	<u>Revision & Justification</u>
Recommended FY 25-26 Project Funding by Project	x	Include the former District 3 Discretionary Infrastructure Project to more clearly show the transfer of available carryover funds to the newly added Project-Parks Performance Events Project
Recommended FY 25-26 Project by Fund	xv	
Proposed Five Year CIP Funding - FY 25-26 To FY 29-30 With Projected FY 24-25 Carryover Funds	xviii	

In addition to the revisions noted above, staff will review and correct formatting, grammar, and sentence structure throughout the documents, as needed.

CITY OF REDONDO BEACH
Budget Response Report**#02****June 10, 2025****Question:**

What written correspondence and/or motions have Commissions provided to the City Council regarding the FY 2025-26 Proposed Budget?

Response:

As part of the FY 2025-26 Budget preparation process, the City Manager attended Commission meetings to share budget themes, solicit input on priorities, and gather Commission feedback on the FY 2025-26 Budget and Five-Year Capital Improvement Program (CIP). The dates of the discussions are shown below:

Date 2025	Commission
February 27	Public Safety Commission
March 10	Harbor Commission
March 24	Public Works & Sustainability Commission
April 2	Budget & Finance Commission
April 9	Public Amenities Commission
June 2	Planning Commission – General Plan Consistency Review
June 12	Budget & Finance Commission

The following information summarizes the formal Budget feedback provided by the Commissions as a result of those discussions. It is important to note that while each of the above Commissions discussed the FY 2025-26 Proposed Budget and CIP, not all of the Commissions opted to make a formal motion or to draft written correspondence for City Council consideration.

Budget & Finance Commission

The Budget & Finance Commission discussed the FY 2025-26 Budget on April 2nd and is scheduled to meet again to consider the Proposed Budget on June 12, 2025. Staff will include any formal feedback provided by the Commission at the City Council meeting on June 17, 2025.

Cultural Arts Commission

The Cultural Arts Commission discussed the FY 2025-26 Budget on March 26, 2025, and unanimously approved the following:

- Ensure all projects currently funded by the City Council from the John Parsons Public Art Fund (JPPAF) are rolled over into FY 2025-26.
- Do not allocate any remaining JPPAF balance, in anticipation of a LGBTQIA+ artwork and the reinvigoration of public art for Lilienthal Park, with the exception of the Utility Box Art Wrap Project.

Harbor Commission

The Harbor Commission discussed the FY 2025-26 Budget on March 10, 2025, and drafted the attached letter of recommendations.

Planning Commission

The Planning Commission discussed the FY 2025-26 Budget on June 2, 2025, and recommended the following items:

- Update the Residential Objective Standards
- Consider tree canopy requirements to address the heat island effect
- Consider water capture and on-site stormwater retention requirements for Citywide private development
 - Threshold for requirement – Demo and rebuild, redevelopment of site
- Prepare an Area Plan for Catalina Avenue from PCH to Francisca to Herondo St.
- Develop standards for Citywide Bike Racks
- Expand the City's Bicycle Routes Citywide
- Extend the Bike path along the SCE Transmission Easement

The Commission also adopted by a 5-0 vote a Resolution finding that the Proposed 2025-30 CIP is consistent with the City's Adopted General Plan. The Resolution is included as an attachment.

Youth Commission

The Youth Commission discussed the FY 2025-26 Budget on April 3, 2025 and requested the City Council's consideration for the following items:

- Perry Park Teen Center Amenities
 - A variety of games and activities including pool, foosball, arcade games, field trips, video games, instructional and recreational classes, and sport tournaments
 - New equipment including a 3-D printer, sound equipment, and snack/vending machines
 - Lounge area and fun outdoor space
- Programs/Activities
 - After school program for junior high students
 - Community garden for teens
 - Low-cost and teen-friendly amenities at the Pier

April 14, 2025

Redondo Beach City Council,

At the March 10, 2025 Harbor Commission meeting we reviewed the recommended FY2026 Budget as it relates to the Harbor. We agreed with the recommended budget that the WED Director and City Manager will be proposing to Council with respect to the Harbor, and wanted to offer the following feedback to show our consensus on the following key points:

- The city and regional community at large greatly benefit from having a dedicated Harbor Master and we strongly recommend that the position be funded as a permanent position in the Core budget.
- The city and regional community at large greatly benefit from having a dedicated Harbor Patrol and we strongly recommend that those dedicated positions remain and be fully funded in the Core budget.
- We are a proponent of funding and executing some of the "low-hanging fruit" on the Redondo Beach Harbor Amenities Plan (e.g. sections of the Promenade, Promenade nodes, wayfinding, benches, planters, extending things we're doing on International Boardwalk; little things that make people go "Wow!".)

Sincerely,



Leslie Chrzan, Lee Coller, Lisa Falk

City of Redondo Beach Harbor Commissioners

RESOLUTION NO. 2025--PCR-*****

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH FINDING THAT THE PROPOSED 2025-2030 CAPITAL IMPROVEMENT PROGRAM (CIP) IS CONSISTENT WITH THE ADOPTED GENERAL PLAN OF THE CITY OF REDONDO BEACH, AS REQUIRED BY SECTION 65401 OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, Section 65401 of the California Government Code requires that the "Planning Agency" (i.e. Planning Commission) of a municipality review any Capital Improvement Program (CIP) within its jurisdiction for conformance with the adopted General Plan for the jurisdiction; and

WHEREAS, at its special meeting of June 2nd, 2025, the Planning Commission of the City of Redondo Beach reviewed the proposed 2025-2030 CIP for the City as to its conformance and consistency with the adopted City of Redondo Beach General Plan; and

WHEREAS, the projects proposed reflect the need for public roadways, public utilities and other community facilities during the next five-years in concert with the provisions of the General Plan.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City of Redondo Beach's General Plan, Land Use Element, Conservation, Recreation and Parks, and Open Space Elements, Utilities Element, and Circulation Element include numerous Goals, Objectives, and Policies that reflect the need for the continuation of existing and the development of new public service and recreation uses and facilities, utility infrastructure, and transportation facilities.

SECTION 2. The proposed 2025-2030 CIP for the City of Redondo Beach includes numerous projects in support of existing and new public service and recreation uses and facilities, utility infrastructure, and transportation facilities and is therefore consistent with the adopted General Plan for the City of Redondo Beach, pursuant to Section 65401 of the California Government Code.

SECTION 3. The Planning Commission shall 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 2nd day of June, 2025.

Wayne Craig, Chair
Planning Commission
City of Redondo Beach

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
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. 2025-**-PCR-*** was duly passed, approved, and adopted by the Planning Commission of the City of Redondo Beach, California, at a special meeting of said Planning Commission held on the 2nd day of June, 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

Marc Wiener, AICP
Community Development Director

APPROVED AS TO FORM:

City Attorney's Office

CITY OF REDONDO BEACH Budget Response Report

#03

June 3, 2025

Question:

What is the cost to construct a sound wall on the Prospect median between Beryl St. and Diamond St.?

Response:

The Public Works Department Parks Division is currently working on irrigating and replanting the median on Prospect as part of the Department's regular annual work plan.

Recent data from Caltrans indicates that the current estimated cost for a masonry block wall in the median on Prospect Avenue between Beryl St. and Diamond St., built to Caltrans sound wall specifications, is \$2.3M (per the table below). The below table includes a cost escalation / inflation factor of 35% to account for the time required to complete design, procurement, and installation. When including anticipated inflation, staff estimates that \$3.1M would need to be budgeted for a masonry sound wall project. Additional research would be required to determine whether installation of a sound wall is technically feasible due to the limited size of the median and the potential for underground conflicts.

SOUNDWALL (MASONRY BLOCK)	
Length (LF)	1,050
Height	24
Square foot (Sq ft)	25,200

Price/Sq ft*	\$ 68.22	\$ 1,719,144.00
CM Inspection	10%	\$ 171,914.40
Design	15%	\$ 257,871.60
Contingency	10%	\$ 171,914.40
Subtotal		\$ 2,320,844.40
Inflation budgeting factor	35%	\$ 812,295.54
Total Estimated Budget Cost		\$ 3,133,139.94

*2025 Caltrans Cost Data: <https://d8data.dot.ca.gov/contractcost/results.php?item=582001&cs=1>

Another option to improve the median is to add a wrought iron fence and guardrail, similar to the installation on PCH across from South High School in Torrance. Including the same

35% escalation / inflation factor, staff estimates \$1M would need to be budgeted for a wrought iron fence and guardrail, (per the table below).

GUARDRAIL		
Price/LF*	\$ 58.59	\$ 61,519.50
CM Inspection	10%	\$ 6,151.95
Design	15%	\$ 9,227.93
Contingency	10%	\$ 6,151.95
Subtotal		\$ 83,051.33
Inflation budgeting factor	0.35	\$ 29,067.96
Total Estimated Budget Cost		\$ 112,119.29

*2025 Caltrans Cost Data:

<https://d8data.dot.ca.gov/contractcost/results.php?item=832007&ob=0&DISTRICT%5B%5D=07&Year%5B%5D=y2025&Year%5B%5D=y2024&min=&max=&minU=&maxU=&unit=none&start=Search>

8' WROUGHT IRON FENCE		
Price/LF	\$ 450.56	\$ 472,983.00
CM Inspection	10%	\$ 47,298.30
Design	15%	\$ 70,947.45
Contingency	10%	\$ 47,298.30
Subtotal		\$ 638,527.05
Inflation budgeting factor	0.35	\$ 223,484.47
Total Estimated Budget Cost		\$ 862,011.52

*2025 Caltrans Cost Data:

<https://d8data.dot.ca.gov/contractcost/results.php?item=iron+fence&min=&max=&minU=&maxU=&unit=none&DISTRICT=07&Year=y2025%2024&sortby=adiprice&desc=&convert=&ob=0>

Total Guardrail Cost	\$ 112,119.29
Total Wrought Iron Fence Cost	\$ 862,011.52
Total Estimated Budget Cost	\$ 974,130.81

The budget estimates are only for the installation of these features and do not include any significant changes to the existing infrastructure. During the design process, it may be determined that these features would require existing physical constraints to be altered, such as widening the median, or the removal of parking on the frontage road, to accommodate construction requirements or minimum travel distances.

CITY OF REDONDO BEACH

Budget Response Report

#04

June 10, 2025

Question:

What are the costs for an inclement weather shelter, and what is the possibility of partnering with local churches?

Response:

In order to develop solutions for periods of inclement weather in Redondo Beach, staff from the City Attorney's Office met with representatives from First United Methodist Church and Saint Andrew's Presbyterian Church. Both faith-based organizations expressed interest in partnering with the City to provide space for individuals to stay overnight during inclement weather, if the City provides security and support from case managers who bring eligible clients to stay overnight. Both organizations were willing to either take turns providing space each night there in inclement weather, or to house a share of people each night during such conditions. Each group was confident in its ability to provide volunteers to help administer an as-needed inclement weather shelter program.

According to The Weather Channel, Los Angeles County gets on average 36 days per year with measurable rain, with over 90 percent of that rain falling from November through April. A pilot program will be initiated to provide approximately ten beds with accommodations needed for a single overnight stay per bed. The basic necessities needed to conduct this overnight stay would include overnight security from 6:00 pm to 8:00 am, microwaves, a coffee maker, first aid kits, a cigarette outpost receptacle, and food (i.e., water, dinner grab-n-go meals, simple breakfast). The basic necessities for personal use would include cots, sleeping bags, blankets, waterproof cot protection, pillows with protectors, and dental hygiene products.

The total cost to operate an overnight shelter from 6:00 pm to 8:00 am is approximately \$770 per day for 10 individuals, with a start-up cost of \$2,080. To implement the pilot program, a total of \$29,800 would need to be appropriated.

The table below provides a breakdown of the costs:

VARIABLE COSTS					
Description	Cost Basis	Cost Per Unit	# of Units	# of Days	TOTAL COST
Hygiene Kit (toothbrush, toothpaste, first aid)	Per Person Per Day	\$1	10	36	\$360
Food/Beverage (breakfast, dinner, water, coffee)	Per Person Per Day	\$20	10	36	\$7,200
Unarmed Security Guard (6PM - 8AM)	Per Day	\$560	N/A	36	\$20,160
TOTAL VARIABLE COSTS 36 DAYS					\$27,720
TOTAL VARIABLE COST PER PERSON PER DAY					\$770

FIXED COSTS					
Description	Cost Basis	Cost Per Unit	# of Units	# of Days	TOTAL COST
Coffee Machine	Each	\$60	3	N/A	\$180
Microwave	Each	\$90	3	N/A	\$270
Cigarette Outpost Receptacle	Each	\$60	3	N/A	\$180
Cots	Each	\$75	10	N/A	\$750
Waterproof Cot Protector	Each	\$20	10	N/A	\$200
Sleeping Bags	Each	\$7	10	N/A	\$70
Blanket	Each	\$30	10	N/A	\$300
Pillow	Each	\$7	10	N/A	\$70
Pillow Protector	Each	\$2	10	N/A	\$20
Waterproof Pillow Protector	Each	\$4	10	N/A	\$40
TOTAL FIXED COSTS					\$2,080

CITY OF REDONDO BEACH

Budget Response Report

#05

June 10, 2025

Question:

What is the cost to enhance and make the process to record meeting minutes more efficient, including the possibility of using technological solutions?

Response:

Historically, the City Clerk's Office has utilized external minute secretaries to record meeting minutes for the City Council, Commissions, and other public meetings as needed. In 2007, the City was charged \$30 an hour, but current rates have reached \$85 an hour, with some service providers seeking to charge \$120 an hour. There is a small pool of qualified minute secretaries, which makes it difficult to identify and contract with capable parties or firms when the City needs to add outside staffing.

In February 2025, Granicus implemented Swagit, a new video streaming product that includes captioning services. Within five days of a completed meeting, Swagit will upload transcripts on the City's website. A minute secretary then reviews each transcript to make sure names are spelled accurately, spelling errors are corrected, and speakers are identified properly, to provide summary minutes for the corresponding meeting. The Swagit feature has reduced the time required to produce summary minutes, but due to the number of errors in the original draft transcript, the assigned minute secretary still must spend significant time reviewing/preparing the summary document.

One alternative, and less expensive, solution to consider, is the utilization of action minutes rather than summary minutes. This process is used by several cities (see the attached example from the City of Chula Vista). The action minutes process would reduce the number of meeting minute pages by more than 80% and would substantially reduce the overall cost of minute secretary services.

To ensure minutes are posted more quickly, a minute secretary has been assigned to oversee the production of all City Council, Board, and Commission meeting minutes to ensure that they are completed, approved, and posted on the City's website for public access in a timely manner.

The annual cost for Swagit is \$27,375 and an additional \$60,000 is budgeted each year for minute secretary services.

City of Chula Vista

Regular City Council Meeting

MINUTES

Date: February 11, 2025 at 5:00 p.m.

Location: Council Chambers, 276 Fourth Avenue, Chula Vista, CA

Present: Deputy Mayor Chavez, Councilmember Fernandez, Councilmember Inzunza, Councilmember Preciado, and Mayor McCann

Also Present: City Manager Kachadoorian, City Attorney Verdugo, City Clerk Bigelow, and Deputy Director, City Clerk Services Malone

Minutes are prepared and ordered to correspond to the agenda.

1. [CALL TO ORDER](#)

The meeting was called to order at 5:00 p.m.

2. [ROLL CALL](#)

City Clerk Bigelow called the roll.
Deputy Mayor Chavez arrived at 5:01 p.m.

3. [PLEDGE OF ALLEGIANCE TO THE FLAG AND MOMENT OF SILENCE](#)

Led by Councilmember Inzunza.

4. [SPECIAL ORDERS OF THE DAY](#)

4.1 [Presentation of Proclamation Honoring Chula Vista Firefighters for Their Efforts in Fighting the Border 2 Fire and Los Angeles Fires](#)

The proclamation was presented.

5. [CONSENT CALENDAR \(Items 5.1 through 5.5\)](#)

John Acosta spoke regarding Item 5.5.
City Clerk Bigelow announced that a revised page 7 for Item 5.1 had been distributed. Action on the item was with respect to the revised document.

Moved by Mayor McCann

Seconded by Councilmember Fernandez

To approve the recommended actions appearing below consent calendar Items 5.1 through 5.5. The headings were read, text waived. The motion was carried by the following vote:

Yes (5) Mayor McCann, Deputy Mayor Chavez, Councilmember Preciado, Councilmember Inzunza, and Councilmember Fernandez

Result, Carried (5 to

5.1 [Approve Meeting Minutes](#)

Approve the minutes dated: February 4, 2025

5.2 [Waive Reading of Text of Resolutions and Ordinances](#)

Approve a motion to read only the title and waive the reading of the text of all resolutions and ordinances at this meeting.

5.3 [Annual Report: Accept the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2024, and Update on Reserve Funds](#)

Adopt a resolution accepting the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2024.

Item 5.3 heading:

RESOLUTION NO. 2025-019 OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2024

5.4 [Policy and Investment Report: Amend City Council Policy No. 220-01, Delegate Investment Activity Authority to the Director of Finance/Treasurer, and Accept the Investment Report for Quarter Ending December 31, 2024](#)

Adopt a resolution acknowledging receipt of City Council Policy No. 220-01 Investment Policy and Guidelines, amending the existing policy, delegating investment activity authority to the Director of Finance/Treasurer, and accepting the investment report for the quarter ending December 31, 2024.

Item 5.4 heading:

RESOLUTION NO. 2025-020 OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA ACKNOWLEDGING RECEIPT OF COUNCIL POLICY 220-01, INVESTMENT POLICY AND GUIDELINES, AMENDING THE EXISTING POLICY, DELEGATING INVESTMENT ACTIVITY AUTHORITY TO THE DIRECTOR OF FINANCE/TREASURER, AND ACCEPTING THE INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2024

5.5 [Employee Compensation and Positions: Approve Classification Plan and Compensation Schedule; Position Counts; Revised Compensation Schedule; and Unclassified Ordinance](#)



Adopt resolutions: A) Amending the Classification Plan and Compensation Schedule to reflect the addition and deletion of position titles and amending the authorized position count in various departments; B) Approving the revised Fiscal Year 2024-25 Compensation Schedule effective February 21, 2025, as required by the California Code of Regulations, Title 2, Section 570.5; and place an Ordinance on first reading amending Chula Vista Municipal Code Section 2.05.010 to add the unclassified position titles of Chief Communications Officer and Chief Veterinarian and delete the position title of Communications Manager. **(First Reading) (4/5 Vote Required)**

Item 5.5 headings:

A) RESOLUTION NO. 2025-021 OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA AMENDING THE CLASSIFICATION PLAN AND COMPENSATION SCHEDULE TO REFLECT THE ADDITION AND DELETION OF POSITION TITLES AND AMENDING THE AUTHORIZED POSITION COUNT IN DEPARTMENTS

B) RESOLUTION NO. 2025-022 OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA APPROVING THE REVISED FISCAL YEAR 2024-25 COMPENSATION SCHEDULE EFFECTIVE FEBRUARY 21, 2025, AS REQUIRED BY CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

C) ORDINANCE OF THE CITY OF CHULA VISTA AMENDING CHULA VISTA MUNICIPAL CODE SECTION 2.05.010 ADDING THE UNCLASSIFIED POSITION TITLES OF CHIEF COMMUNICATIONS OFFICER AND CHIEF VETERINARIAN AND DELETING THE UNCLASSIFIED POSITION TITLE OF COMMUNICATIONS MANAGER **(FIRST READING) (4/5 VOTE REQUIRED)**

6. [PUBLIC COMMENTS](#)



*John Acosta spoke regarding campaign contributions and submitted written communications.
Roy Estrella, Jr. introduced himself as a future candidate for elective office.*

7. [PUBLIC HEARINGS](#)

7.1 [Otay Ranch Village Seven Sectional Planning Area: Amend the Otay Ranch Village Seven Sectional Planning Area Plan, Including Associated Regulatory Documents, and a Tentative Map](#)



Notice of the hearing was given in accordance with legal requirements, and the hearing was held on the date and no earlier than the time specified in the notice.

Senior Planner Mallec gave a presentation on the item.

Mayor McCann opened the public hearing.

Nick Lee and Maria Miller, representing Baldwin and Sons, the applicant, gave a presentation on the item.

Jenne submitted written comments expressing a neutral position.

John Acosta spoke in opposition.

Victor Diaz requested that action be delayed or labor standards related to the item be amended.

There being no further members of the public who wished to speak, Mayor McCann closed the public hearing.

Moved by Mayor McCann

Seconded by Councilmember Preciado

To adopt Resolution No. 2025-023 and place the below ordinance on first reading, headings were read, text waived. The motion was carried by the following vote:

Yes (5) Mayor McCann, Deputy Mayor Chavez, Councilmember Preciado, Councilmember Inzunza, and Councilmember Fernandez

Result, Carried (5 to 0)

Item 7.1 headings:

A) RESOLUTION NO. 2025-023 OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA CERTIFYING A FIRST ADDENDUM (IS23-0001) TO THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE OTAY RANCH VILLAGE SEVEN SECTIONAL PLANNING AREA PLAN (FEIR 04-06) AND APPROVING AMENDMENTS TO THE CITY OF CHULA VISTA GENERAL PLAN (GPA23-0005); THE OTAY RANCH GENERAL DEVELOPMENT PLAN (GDP23-0001); THE OTAY RANCH VILLAGE SEVEN SECTIONAL PLANNING AREA PLAN AND ASSOCIATED REGULATORY DOCUMENTS (SPA23-0002); AND A TENTATIVE MAP FOR OTAY RANCH VILLAGE SEVEN (TM23-0001)

B) ORDINANCE OF THE CITY OF CHULA VISTA AMENDING THE PLANNED COMMUNITY DISTRICT REGULATIONS FOR THE OTAY RANCH VILLAGE SEVEN SECTIONAL PLANNING AREA **(FIRST READING)**

8. [ACTION ITEMS](#)

8.1 [Consider Items Removed From the Consent Calendar, if Any](#)

There were none.

8.2 [Long-Term Financial Plan: Accept the General Fund Long-Term Financial Plan – Fiscal Years 2026-2035 Report](#)



Finance Director Schoen and Budget and Analysis Manager Prendell gave a presentation on the item.

Moved by Mayor McCann

Seconded by Councilmember Fernandez

To accept the General Fund Long-Term Financial Plan – Fiscal Years 2026-2035 report, the heading was read. The motion was carried by the following vote:

Yes (5) Mayor McCann, Deputy Mayor Chavez, Councilmember Preciado, Councilmember Inzunza, and Councilmember Fernandez

Result, Carried (5 to 0)

9. [PUBLIC COMMENTS \(CONTINUED\)](#)

There were none.

10. [CITY MANAGER'S REPORTS](#)



City Manager Kachadoorian spoke regarding an upcoming Gaylord Pacific job fair.

11. [MAYOR'S REPORTS](#)

11.1 [Ratification of Appointment to the Following Commissions:](#)



Charter Review Commission

- Ryan Keyes

Civil Service Commission

- Michael Baranic

Moved by Mayor McCann

Seconded by Councilmember Preciado

To ratify the above appointments. The motion was carried by the following vote:

Yes (5) Mayor McCann, Deputy Mayor Chavez, Councilmember Preciado, Councilmember Inzunza, and Councilmember Fernandez

Result, Carried (5 to 0)

12. [COUNCILMEMBERS' REPORTS](#)



Council members reported on attendance at recent events and made community announcements.

At the request of Councilmember Inzunza, there was a consensus of the City Council to add an item to a future agenda to consider a resolution support of Senate Bill 10, "Otay Mesa East Toll Facility Act: toll revenues: environmental mitigation," authored by Senator Steve Padilla.

At the request of Councilmember Inzunza, there was a consensus of a majority of the City Council, with Mayor McCann opposed, to make a referral the City Manager and City Attorney to report to the City Council on the options for Councilmembers to issue proclamations, in addition to the Mayor.

At the request of Deputy Mayor Chavez, there was a consensus of the City Council to direct staff to raise the Pan-African flag in recognition of Black History Month.

13. [CITY CLERK'S REPORTS](#)

There were none.

14. [CITY ATTORNEY'S REPORTS](#)

There were none.

15. [CLOSED SESSION](#)

Pursuant to Resolution No. 13706 and City Council Policy No. 346-03, the City Attorney maintains official minutes and records of action taken during closed session.

City Attorney Verdugo announced that the City Council would convene in closed session to discuss the items listed below.

John Acosta spoke regarding Item 15.2.

Mayor McCann recessed the meeting at 6:46 p.m. The City Council convened in closed session at 6:51 p.m., with all members present.

15.1 [Conference with Labor Negotiators Pursuant to Government Code Section 54957.6](#)

Agency designated representatives: Maria Kachadoorian, Tiffany Allen, Courtney Chase, Marco Verdugo, Tanya Tomlinson, and Sarah Schoen

Employee organization: IAFF, MM/PR

Action: No reportable action.

15.2 [Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9\(d\)\(1\)](#)

Name of case:

1) CV Amalgamated LLC dba Caligrown v. City of Chula Vista, San Diego Superior Court, Case No. 37-2020-00033446-CU-MC-CTL;

2) CV Amalgamated LLC dba Caligrown v. City of Chula Vista, San Diego Superior Court, Case No. 37-2024-00023455-CU-MC-CTL;

3) Arturo Castanares v. City of Chula Vista, San Diego Superior Court, Case No. 37-2021-00017713-CU-MC-CTL; and

4) Just Construction, Inc. v. City of Chula Vista, San Diego Superior Court, 37-2023-00044536-CU-BC-CTL

Action: No reportable action.

16. [ADJOURNMENT](#)

The meeting was adjourned at 8:00 p.m.

CITY OF REDONDO BEACH

Budget Response Report

#06

June 10, 2025

Question:

What were the final costs for FY 2024-25 elections? What are the options, and costs, to implement a resident survey and educational outreach program related to Ranked Choice Voting?

Response:

Cost

The November 5th, 2024, Statewide Election included three City Measures:

1. Measure FP, a general obligation bond to finance the construction, rehabilitation, and replacement of public safety facilities
2. Measure RB, a City Charter amendment to conform with Supreme Court decision that voter approval requirement cannot be applied to changes necessary to meet the State's Housing Element laws
3. Measure SD: a School Board charter amendment to allow Board of Education members to receive up to \$240 per month under the California Education Code. The total cost for all three measures from the Los Angeles County/Register Record's Office is \$159,451

In 2023, Redondo Beach voters passed a measure to adopt instant runoff voting, and the City Council implemented Ranked Choice Voting (RCV), a form of instant runoff voting, for the first time as part of the March 4, 2024 General Municipal Election.

The election included races for Mayor, City Council Districts One, Two, Four, and the City Attorney, along with three seats on the Redondo Beach Unified School District Board and six City measures, however, ranked choice voting was not applied to all of these contests.

The overall cost for the March 4th, 2024 Election was \$361,691:

- Staff: part-time, overtime, and temporary staff services (pre, day of and post-election) to assist with vote-by-mail process and signature verification. **\$31,457**
- Postage: mailing of Voter Information Guide and prepaid vote-by-mail ballots. **\$37,302**
- Voter Outreach: part-time staff, printing postcards and postage, outside vendor. **\$60,368**
- Supplies and Advertising: election associated supplies, certificate framing, annual election conference registration and travel, and legal advertising. **\$8,286**
- Contracts/Professional Services
 - Netfile: e-filing and City website publication of campaign finance reporting. **\$4,300**

- Consultants: professional services for pre, day of and post-election consultation, and voter management election software. **\$33,039**
- Printing: fulfillment, printing of voter information guide with measures, ballots by districts and city-wide, language translation, and minus the reimbursement of candidate statements. **\$144,727**
- Ballot Tabulation Equipment: includes vendor assisted on-site services. **\$37,214**
- LA County: Verification of signatures not found in the county's subscription database. **\$4,998**

Resident Survey and Educational Outreach Program for RCV

FM3 Research, the same firm that conducted the Measure FP survey, provided a proposal to conduct a resident survey. In their proposal, they outlined plans to assess various aspects of Redondo Beach's recently implemented RCV system, including voter awareness and residents' comfort using the new format. The survey would provide data to help support public outreach efforts aimed at educating voters about the new system, among other topics. The total cost for 400 interviews is \$31,500 or 500 interviews for \$34,750.

For a third party to implement the educational outreach program, the City Clerk contacted two potential vendors. One provided an estimated quote of \$30,000, while the other is still pending.

Based on previous cost for mailers and postcards, including postage, the total typically ranges from \$15,000 to \$20,000. For the March 4, 2024, election, two mailers were sent out.

If the City were to conduct the voter educational outreach internally, the City Clerk's Office would begin its efforts six months before the election rather than the two and a half months allocated to the March 4, 2025 Election. The office would update and implement the RCV Voter Education and Outreach Plan.

The estimated cost for the March 2, 2027 General Municipal Election would be between \$100,000 and \$125,000. Once the public has developed a better understanding of RCV, spending for voter education outreach would decrease over time. At that time, efforts could shift to educating new residents while continuing standard outreach through a one-time postcard that is sent to all voters along with their voter guide.



TO Eleanor Manzano, City Clerk
City of Redondo Beach

FROM Richard Bernard and Adam Sonenshein
FM3 Research

RE: Proposal to Conduct Survey Research on the City's New Ranked-Choice Voting System

DATE May 29, 2025

Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research or FM3) is pleased to present this proposal to conduct survey research to assess a variety of issues related to Redondo Beach's recently implemented ranked-choice voting system—including how much voters know about the system and whether they liked it and/or were confused by it. The survey will also provide data that could help inform a public outreach effort to explain the new system to voters, among other topics. We believe our firm is an excellent choice to provide these research services for several reasons detailed in our proposal, including:

- **FM3 has an up-to-date familiarity with voter sentiment in Redondo Beach**, having most recently conducted research in 2024 to assess the viability of the ultimately successful Measure FP, a \$6.28 million public safety facilities bond; previously, in 2009 our voter research informed voter sentiment around the passage of Measure RB-A (utility user tax). We are prepared to jump right into this project without missing a beat.
- **More broadly, we have extensive experience conducting research throughout the South Bay**, which has provided us with a comprehensive understanding of the region's voters and residents. As a result, our team is deeply familiar with not only the local electorate but also the issues, cycles and rhythms of local public opinion and its evolution over time. Local clients include the cities of Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Lawndale, Palos Verdes Estates and Torrance, as well as Manhattan Beach Unified School District, South Bay Union School District and Wiseburn Unified School District.
- **FM3 has a strong grasp on how to elicit and interpret voter opinion on issues related to electoral and political reform**, including ranked-choice voting. We have worked in numerous jurisdictions as they developed (and sometimes passed) electoral reform measures, as well as conducted post-election research following the implementation of such measures. Furthermore, FM3 has worked in a variety of communities that have been using reformed systems—such as ranked-choice voting—for years including Oakland, San Francisco, so we understand the nuances of voters' attitudes toward these issues from a practical standpoint. Having worked on this issue in multiple communities and from different lenses will allow us to structure effective research instruments for this project that will help us gather the most useful data to help you achieve your goals.

- **FM3 features a local presence and accessibility.** Our Los Angeles office is located just a short drive from Redondo Beach. Metropolitan Los Angeles is home to our firm and the voters we know best. Our senior research staff for this project is located nearby and is always willing to make the drive to Redondo Beach to meet with you in person and discuss your project, present results, or help you leverage our research to achieve your goals.
- **Our approach is focused on providing the best possible ongoing strategic consultation to our clients.** We do not simply conduct a poll, present the results, and leave you and your team to figure out how to put them to use. Instead, we want to be a member of your strategic team. As a medium-sized research firm, FM3 provides its clients with a level of personal attention and service from our senior staff that is more often associated with much smaller organizations, while concurrently offering the wide range of services, adherence to expedited timelines, and rigorous quality control expected from larger research firms.

The following page provides an overview of our recommended research specifications and associated costs.

We appreciate the opportunity to be considered for this project and look forward to hearing from you. If you have any questions, please don't hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Richard Bernard".

Dr. Richard Bernard, Partner
Bernard@FM3Research.com
(310) 428-1809 (cell)

A handwritten signature in blue ink that reads "Adam Sonenshein".

Adam Sonenshein, Senior Vice President
Adam@FM3Research.com
(310) 569-3653 (cell)



OPINION
RESEARCH
& STRATEGY

Recommended Research Plan

Methodology	Dual-mode survey using a combination of telephone (cellular and landline) and online interviews						
Contact Methods	Telephone calls, email invitations, and text invitations						
Sample	400-500 registered voters, with half of the sample comprising those who voted in the March 2025 election and half comprising those who did not vote in the March 2025 election. The final results will be weighted back to the expected proportion of voters who participated in the March 2025 election (approximately 23%). This will provide more robust data on the subset of registered voters with experience with ranked-choice voting, while also providing reliable data citywide.						
Margin of Sampling Error*	<p>±4.9% for a sample of 400 interviews</p> <p>±4.4% for a sample of 500 interviews</p> <p><i>*At the 95% confidence level (i.e., in 95 out of 100 cases)</i></p>						
Survey Length	15 minutes on average; there will be additional questions for the respondents who voted in March 2025 than those who did not						
Languages	English and Spanish						
Deliverables	<p>Following the completion of the survey, we will provide:</p> <ul style="list-style-type: none"> • The survey questionnaire • A complete analysis of survey results in PowerPoint • A presentation of the survey results <p>FM3 will also be available for ongoing consultation and any further analysis of the research.</p>						
Costs	<p>The chart below contains the total estimated costs for this research. These prices are comprehensive and include all costs for questionnaire design, sample acquisition and preparation, translation, programming, email and text invitations, bilingual survey hosting, bilingual telephone interviewing, data entry and analysis, and reporting.</p> <table border="1" data-bbox="571 1661 1289 1776"> <thead> <tr> <th>Survey Length</th><th>Cost</th></tr> </thead> <tbody> <tr> <td>400 Interviews</td><td>\$31,500</td></tr> <tr> <td>500 Interviews</td><td>\$34,750</td></tr> </tbody> </table>	Survey Length	Cost	400 Interviews	\$31,500	500 Interviews	\$34,750
Survey Length	Cost						
400 Interviews	\$31,500						
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**REDONDO
BEACH**

**CITY OF REDONDO BEACH
CITY CLERK'S OFFICE**

**2024
VOTER EDUCATION
AND
OUTREACH PLAN**

2024 - VOTER EDUCATION AND OUTREACH PLAN

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I. Background and Outreach Objectives

The mission of the City Clerk's Office is to conduct all local elections in the City of Redondo Beach (the City) in a manner that is free, fair, and functional.

The City Clerk's Office is responsible for administering a Voter Education and Outreach Plan in compliance with federal, state, and municipal laws, including the statutory mandates of Section 203 of the Voting Rights Act, the City of Redondo Beach Municipal Code Section Title 2, Chapter 2, and Charter Article XVIII.

With the ongoing goal of communicating general election information to City residents, the City Clerk's Office Outreach Plan has one main objective; to equip voters with knowledge of choices in Ranked Choice Voting (RCV) contests for city elected city offices, with a focus on a new ballot design that will allow for voters to rank candidates for city elected offices in order of their preference.

The City held its General Municipal Election on March 7, 2023, conducted by an all-mail ballot. The electorate successfully voted (by 76.67%) for Measure CA5, amending the City Charter Section 18.4, which replaces runoff elections for city elected offices with an instant runoff voting method.

While developing strategies for educating voters about the new voting method, the City Clerk's Office sought to identify effective outreach practices from other jurisdictions, particularly those jurisdictions that have adopted instant runoff voting. In addition to adopting best practices of other jurisdictions, the City Clerk's Office plans to build its 2024 RCV educational campaign. Collaboration with community partners features prominently in the 2024 Outreach Plan.

II. Outreach Strategies and Timelines

The City Clerk's Office is committed to reaching the community and voters in the City with relevant notices about a new way of marking the ballot for RCV contests. To meet this goal, the City Clerk's Office will roll out a voter education plan that includes a wide variety of direct communications via print and digital media, as well as collaboration with community partners.

A. General Public

In developing communication strategies, the City Clerk's Office will provide the City's voters with information about the new voting method by utilizing the following strategies.

1. Print Media

Print materials remain an essential part of the City Clerk's Office communications. The City Clerk's Office will produce flyers, brochures, and posters, highlighting the features of the new voting method and the changes in ballot marking for the RCV ballot format.

Postcards – The City Clerk's Office will send a postcard to every residential household in Redondo Beach containing specific information of the new voting method and the new RCV ballot. A second postcard will follow reminding residents to vote. Both postcards will invite voters to call the City Clerk's Office and use the City's website, <https://www.redondo.org/elections>, to find more information.

Timeline: 1st postcard – Approximately two months before Election Day;
“Don't Forget to Vote” postcard – Approximately two weeks before Election Day

Voter Information Pamphlet & Vote-By-Mail (VBM) Packet – The March 2025 Voter Information Pamphlet to be mailed to approximately 50,000 voters, will devote significant space to information about the new voting method and proper ballot marking for RCV contests, with an emphasis on the effects of over-voting or under-voting. The Vote-By-Mail (VBM) packet will include a ballot, a postage-paid return envelope, and voting instructions. These instructions will illustrate proper marking of the ballot and provide a link to the webpage on <https://www.redondo.org/elections> with information about RCV, which may include an interactive practice RCV ballot.

Timeline: One month before Election Day

Newspapers – The City Clerks' Office will place multiple notices in local newspapers, most of which also maintain a presence online. For a list of newspapers in which the City Clerk's Office intends to place notices, see **Appendix A**.

Timeline: 1st run – Approximately three months before Election Day;
2nd run – One month before Election Day

Brochures and posters – The City Clerk's Office will produce various materials that will be distributed throughout Redondo Beach such as community presentations, street fairs and

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ELEANOR MANZANO, CITY CLERK

festivals, canvassing, and registration drives. All brochures and posters will also be made available for distribution to community organizations, with downloadable versions available on <https://www.redondo.org/elections>.

Timeline: Creation – Approximately Seven months before Election Day;
Distribution- Approximately six months and up until one month before Election Day

Demonstration ballots – At all outreach events, City Clerk's Office personnel will emphasize the new RCV ballot format. To reinforce verbal explanations of how to mark an RCV ballot with expanded rankings, presenters will use demonstration ballots to visually demonstrate how to rank a different candidate in each column. Additionally, demonstration RCV ballots will be distributed to participants to facilitate the opportunity to practice marking the ballot and to ask questions.

Timeline: Creation – Approximately Seven months before Election Day;
Distribution – Approximately Six months and up until one month before Election Day

2. Digital Media

Website – The City Clerk's Office will dedicate several pages on <https://www.redondo.org/elections> to information related to the new voting method and the new RCV ballot format. The website will host an interactive practice RCV ballot as well as answers to frequently asked questions on topics such as over-voting, under-voting, skipped columns, and much more.

Timeline: Rollout – Approximately seven months before Election Day

Press releases – The City Clerk's Office will issue a series of press releases to its media contacts, organizations, and ever-growing list of interested individuals. Press releases will be posted on the City Clerk's Office's website in order to reach individuals who prefer to obtain election information online.

Timeline: Periodically seven months and up until one month before Election Day

Public Service Announcements – The City Clerk's Office will produce and distribute a 30-second public service announcement (PSA) to air on local cable networks (Spectrum Cable Channel 8 & Frontier Communications Channel 41) about the new voting method and the new ballot format. The PSA will offer viewers a glimpse of the new system and highlight key differences between the old and new ballot formats.

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Timeline: 1st run – Approximately three months before Election Day;
2nd run – One month before Election Day

Social media – The City Clerk's Office will utilize, Facebook & Instagram to announce public events, forums, and public voting method demonstrations and to share partner updates with other City departments and community partners.

Timeline: Periodically starting seven months before Election Day

RCV presentation – The City Clerk's Office will develop an online RCV slideshow that describes the new RCV ballot format, illustrates how to rank up to 6 candidates for a single office, discusses the implications of marking an RCV contest incorrectly, and shows how votes are tabulated. This demonstration will be available on <https://www.redondo.org/elections> and presented at events throughout Redondo Beach.

Timeline: Rollout – Approximately seven months before Election Day

3. Community Partnerships

Presentations and events – The City Clerk's Office will conduct educational presentations about the new voting method and RCV ballot format at a variety of City locations, such as community centers, schools, places of worship, and entertainment and meeting halls. The City Clerk's Office's community partners include non-profit organizations, community-based and private sector organizations, and other City departments and government agencies. At these events, participants will have the opportunity to practice marking demonstration RCV ballots and ask questions. For an ongoing list of community partners, see **Appendix C**.

Timeline: Periodically starting seven months before Election Day

Content for community partners – In addition to providing in-person outreach throughout the City, the City Clerk's Office will develop ready-made content available to community partners to share in their newsletters, blog posts, organizational websites, and social media accounts. This content will educate the City of Redondo Beach about the changes they will experience when casting their vote by mail or in person.

Timeline: Creation – Approximately seven months before Election Day;
Distribution – Four months and up until one month before Election Day

III. Voter Outreach at the City Clerk's Office, City Hall & Other City Facilities

In preparation for deployment of the new voting method, the City Clerk's Office will develop outreach and educational materials for use at the City Clerk's Office and throughout City Hall. These materials will include a new poster at the City Clerk's Office public counter, a flyer for inclusion in the candidate filing documents packet, and slideshows for lobby monitors.

Poster at the public counter – In the weeks preceding each election, visitors to the City Clerk's Office will be greeted by a "Did you know?" poster. The poster will indicate that Redondo Beach will debut a new voting method in the upcoming election and highlight that, among other benefits, the system is capable of providing up to 6 ranks in ranked-choice voting contests. The counter-top poster will encourage visitors to "Ask us for more information" or visit <https://www.redondo.org/elections>

Timeline: Approximately seven months before Election Day

Candidate packet – Many local candidates for the upcoming election will receive filing paperwork packets, with forms and documents to be submitted by various deadlines. In anticipation of this process, the City Clerk's Office will create a section in the candidate filing packets that will provide information about the new RCV ballot format and explain the process of counting votes in RCV contests.

Timeline: Approximately four months before Election Day

City Hall & Facilities Slideshow – Visitors to City Hall & Facilities will be able to view a slideshow of current election-related topics on large monitors. This slideshow will project announcements regarding important dates for the next election, announcements about the new voting method, and illustrations and information about the RCV ballot format.

Timeline: Approximately four months before Election Day

IV. Voter Outreach on Election Day

The City Clerk's Office will develop educational materials for various City facility locations featuring information about the new voting method and the expanded RCV ballot format.

Ballot instructions – In recognition of the importance of providing clear direction on how to mark the ballot, the City Clerk's Office will develop ballot marking illustrations and instructions to be

**CITY OF REDONDO BEACH
CITY CLERK'S OFFICE**

ELEANOR MANZANO, CITY CLERK

featured on official ballots. These updated instructions will focus on how to properly mark the expanded RCV ballot format.

Instructional sheet – The City Clerk's Office will create an instructional sheet to be placed at various City facility locations. This sheet, will explain the effects of an "under-vote", "over-vote", and skipped rankings. The instructional sheet will be written in a manner that permits voters to understand the RCV process and to decide themselves which course of action to take.

Timeline: Materials will be developed and made available at various City facility locations on Election Day

V. Election Day Staff Support

Election Day staff play an important role in not only administering voting on Election Day but also providing voters with the knowledge and resources they need to fully participate in elections. Providing comprehensive training to Election Day staff is an important outreach method since City staff can provide direct voter education.

Email & Phone Calls– The City Clerk's Office will develop and email election-specific informational materials to City staff prior to Election Day. These materials will serve as an introduction to the features of the new voting method and the new RCV ballot format. The materials will also provide notice to both new and experienced staff that some important aspects of Election Day procedure have changed and will require dedicated attention.

Timeline: 1st Email – Three months before Election Day;
2nd Email – One month before Election Day

Training materials – A staff election manual, covering every aspect of the new voting method and all mail ballots. The manual will also feature updated ballot issuing scripts, highlighting the new RCV ballot format and the new way of marking the ballot. Staff will receive the manual.

Timeline: Ongoing starting four months before Election Day

**CITY OF REDONDO BEACH
CITY CLERK'S OFFICE**

ELEANOR MANZANO, CITY CLERK

Appendices

Appendix A – Newspapers
Appendix B – Social Media
Appendix C – Community Partnerships

Appendix A- Newspapers

Organization Name & Website

Easy Reader <https://easyreadernews.com/>
Daily Breeze <https://www.dailybreeze.com/>
City of Redondo Beach Newsletter

Appendix B- Social Media

Platform

Facebook- Facebook.com/cityofrb
Instagram- @cityofrb

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Appendix C- Community Partnerships

Organization Name & Website

AYSO	https://ayso.org/
South Bay Sports League	https://www.southbaysports.com/
Redondo Beach Little League-	https://www.redondolittleleague.com/
AYSO South Redondo	https://www.ayso34.org/
AYSO North Redondo	https://www.ayso17.org/
BCHD	https://www.bchd.org/
Redondo Beach Rotary Club	https://www.redondobeachrotary.org/
Redondo Beach Elks	https://www.elks.org/lodges/home.cfm?LodgeNumber=1378
Redondo Beach Kiwanis	https://redondokiwanis.com/
Redondo Beach Woman's Club	https://redondowoman.org/
American Legion	https://post184.com/
South Bay Galleria	https://www.southbaygalleria.com/
Superbowl 10K	https://redondo10k.com/
Farmer's market	https://www.rivieravillagefarmersmarket.com/
Chamber of Commerce	https://www.redondochamber.org/
League of Women Voters	https://lwvc.org/
Riviera Village Association	https://rivieravillage.net/
North Redondo Business Assoc.	https://nrbbba.org/
King Harbor Yacht Club	https://khyc.org/
Redondo Beach Yacht Club	https://kingharbor.com/discover/redondo-beach-yacht-club/
Port Royal Yacht Club	https://pryc.us/
Pier Assoc.	https://redondopier.com/
USPS- Post Offices	https://www.usps.com/
Heritage Pointe	https://www.heritagepointeredondobeach.com/
Silverado Beach Cities	https://www.silverado.com/locations/beach-cities/
Thrive Boutique Senior Living	https://thrivebsl.com/
The Kensington	https://thekensingtonredondobeach.com/
Redondo Union PTSA	https://www.redondounion.org/apps/pages/RUHS_PTSA
South Bay Adult School	https://www.southbayadult.org/
School District	https://www.rbusd.org/
Beryl Heights PTA	https://berylpta.com/
Alta Vista PTA	https://altavista.rbusd.org/
Birney Elementary PTA	https://birney.rbusd.org/
Jefferson Elementary PTA	https://www.dolphinpta.com/
Lincoln Elementary PTA	https://lincoln.rbusd.org/
Madison Elementary PTA	https://www.madisonpta.org/home

**CITY OF REDONDO BEACH
CITY CLERK'S OFFICE**

ELEANOR MANZANO, CITY CLERK

Tulita Elementary PTA	https://tulita.rbusd.org/apps/pages/pta
Washington Elementary PTA	https://sites.google.com/explorerspta.org/explorerspta/home
Adams Middle School PTSA	https://www.adamsmiddle.org/apps/pages/AdamsPTSA
Parras Middle School	https://www.parrasmiddle.org/apps/pages/ptsa
Jewish Community Center	https://www.jccmb.com/
The South Redondo Jewish Center	https://www.jewishbeach.org/
SeaCoast Church of Redondo	https://www.seacoastredondo.com/
Journey South Bay Church	https://www.journeysouthbay.org/
First United Methodist Church	https://fumcrb.org/
Saint James Catholic Church	https://www.saintjames.church/
St. Lawrence Martyr Church	https://www.stlm.org/
Redondo Beach Church of Christ	https://redondochurchofchrist.com/
Church of Redondo Hills	https://www.redondohills.net/
Riviera United Methodist Church	https://www.rivieraumc.com/
St. Paul's United Methodist Church	https://stpaulsrb.org/
St. Andrews Presbyterian Church	https://www.sntandrews.org/home
Coastline Covenant Church	https://coastlinecovenant.com/
Sovereign Grace Bible Church	https://sqbcrb.org/
One Faith Church in Christ	https://www.1faith.church/
Breakwater Church	https://www.breakwaterembassy.org/
Redondo Beach Center for Spiritual Living	https://www.redondocsl.org/
The River Church of the South Bay	https://riversouthbay.org/
Grace Missionary Baptist Church	No Website (2217 Belmont Ln, Redondo Beach, CA 90278)
Immanuel Lutheran Church	https://www.immanuelrb.com/
St. Andrew's and Christ Episcopal Church	https://www.andrewandchrist.org/
South Bay Community Church of the Brethren	https://www.andrewandchrist.org/
Church of Religious Science	No website (907 Knob Hill Ave, Redondo Beach, CA 90277)
South Bay Bible Church	No website (1016 S Prospect Ave, Redondo Beach, CA 90277)
South Bay Unitarian Fellowship	https://www.sbuf.org/
Jesus Center	https://www.jesuscenter.com/
South Bay Adventist Church	https://southbaychurch.net/South_Bay_Church/Home.html
St. Katherine Greek Orthodox Church	https://www.stkatherinegoc.org/
Resurrection Lutheran Church	https://www.resurrectionlutheranchurch.org/
Grant Avenue Baptist Church	No website (2215 Grant Ave, Redondo Beach, CA 90278)
St. James Catholic Church	https://www.saintjames.church/
Kingdom Hall of Jehovah's Witness	https://www.jw.org/en/
Temple Menorah	https://www.templemenorah.org/
The Church of Jesus Christ of Latter Day Saints-	
	https://local.churchofjesuschrist.org/en/us/ca/redondobeach
Whole Foods Market	405 N Pacific Coast Highway Redondo Beach, Ca 90277
Ralph's	1413 Hawthorne Blvd, Redondo Beach, CA 90278

**CITY OF REDONDO BEACH
CITY CLERK'S OFFICE**

ELEANOR MANZANO, CITY CLERK

Vons	1212 Beryl St, Redondo Beach, CA 90277
Trader Joe's	1761 S Elena Ave, Redondo Beach, CA 90277
Smart & Final Extra!	1516 S Pacific Coast Hwy, Redondo Beach, CA 90277
Grocery Outlet	2115 Artesia Blvd, Redondo Beach, CA 90278
Spouts Farmers Market	1515 Hawthorne Blvd, Redondo Beach, CA 90278
Vons	245 Palos Verdes Blvd, Redondo Beach, CA 90277
Smart & Final Extra!	615 N Pacific Coast Hwy, Redondo Beach, CA 90277
Vons	4001 Inglewood Ave, Redondo Beach, CA 90278
Redondo Food Mart	529 S Catalina Ave, Redondo Beach, CA 90277
Shell	1200 Beryl St, Redondo Beach, CA 90277
Shell	1700 Artesia Blvd, Redondo Beach, CA 90278
Shell	3601 Inglewood Ave, Redondo Beach, CA 90278
ARCO	2730 Marine Ave, Redondo Beach, CA 90278
Mobil	2714 Artesia Blvd, Redondo Beach, CA 90278
Speedway Express	1890 S Pacific Coast Hwy, Redondo Beach, CA 90277
Chevron	1500 Pacific Coast Hwy, Redondo Beach, CA 90277
Chevron	1630 S Elena Ave, Redondo Beach, CA 90277
Chevron	3705 Inglewood Ave, Redondo Beach, CA 90278
76	247 S Pacific Coast Hwy, Redondo Beach, CA 90277
76	2118 Artesia Blvd, Redondo Beach, CA 90278

CITY OF REDONDO BEACH Budget Response Report

#07

June 10, 2025

Question:

What position changes does the recently completed Community Development Organizational Assessment recommend, and what are the associated costs?

Response:

The Organizational Assessment prepared by Matrix Consulting Group for the Community Development Department recommends the following two positions:

1. Reclassify the Administrative Assistant position in the Building and Safety Division to an Administrative Analyst classification and expand it to 40 hours per week.

Approximate Cost: \$160,000 annually

2. Create a Permit Center Supervisor position (or similar classification) in the Building and Safety Division to oversee building permitting and public counter operations.

Approximate Cost: \$180,000 annually

Both of these positions will be considered following completion of the Department fee study that is currently underway. Staff anticipate presenting the results of the study and any associated position adjustments to the City Council in the next few months.

CITY OF REDONDO BEACH Budget Response Report

#08

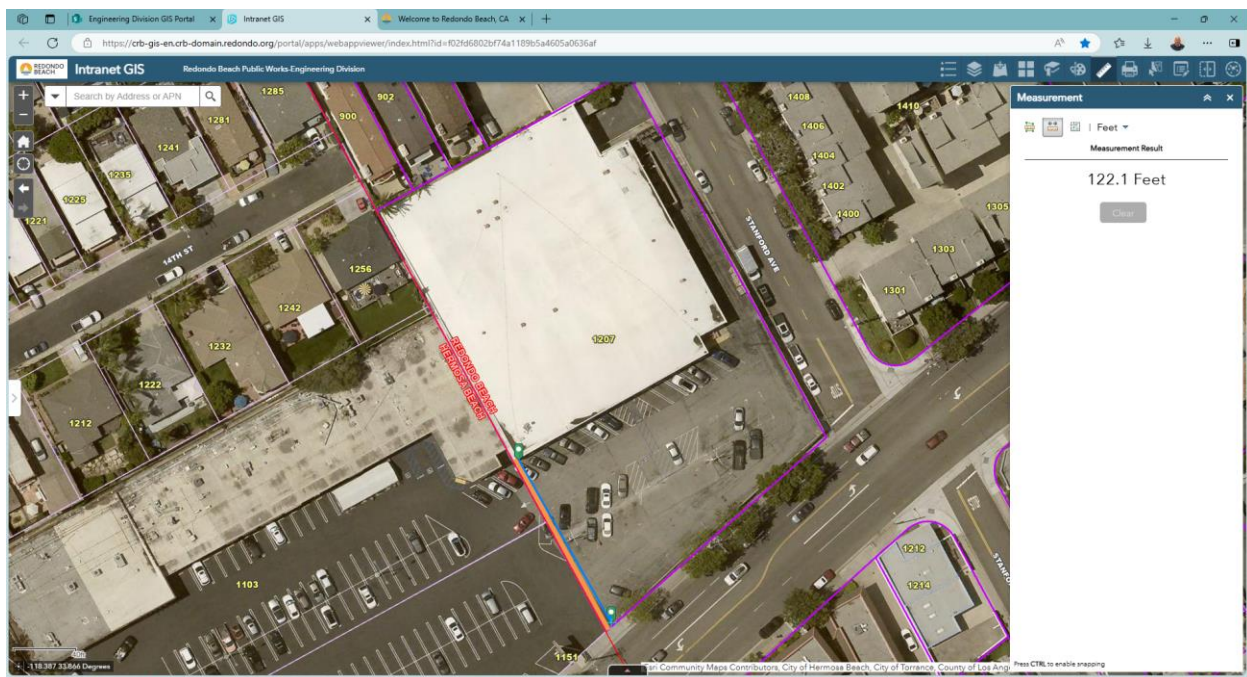
June 3, 2025

Question:

Can the Big Lots parking lot be reopened for use?

Response:

The Big Lots building (1207 Aviation Blvd.) was recently issued a building permit to complete structural and seismic upgrades. The temporary fence around the parking lot was installed to protect the property and to facilitate safe ingress and egress during construction. City staff contacted the property owner and contractor requesting that they consider relocating the fence to make more parking available to the public during construction. Both the owner and contractor indicated that they believe the fence should remain in its current location for security and liability reasons and expressed concerns with any relocation. The City's Chief Building Official concurs that the location of the fence is appropriate for the scope of the project and should remain as is.



CITY OF REDONDO BEACH
Budget Response Report**#09****June 10, 2025****Question:**

What are the costs and revenue opportunities for licensing the City logo for resale purposes?

Response:

The below information summarizes the costs to date associated with the licensing of the City's logo and the possible costs for services that would be needed to produce and market logo related merchandise. Additionally, there is some preliminary information regarding possible revenues. In order to advance this concept further, more targeted research and analysis would be required, and it would be recommended that a standalone item be scheduled as part of a future City Council meeting agenda to have a more focused discussion.

Costs

On August 20, 2024, the City Council approved a contract with Innovent Law to prepare and submit trademark filings for the City's logo with the United States Patent and Trademark Office (USPTO). On March 12, 2025, filing applications were completed and submitted for the following classifications.

16	Paper goods and printer paper items, including brochures, stationery and adhesives
21	Cups, mugs and other household containers
22	Packaging bags and sacks
25	Baseball caps, hats, sweatshirts, t-shirts, polos, and other attire
28	Holiday décor and ornaments
35	Administration of community services projects, inclusive of promotional material
37	Installation, maintenance and repair of streetlights and outdoor public places, inclusive of construction site signs and notifications
38	Website and webpages
39	Bus transport, and other modes of passenger transportation
41	Material related to educational services, events; production and distribution of videos; and rental of performing arts facilities
45	Material related to police and civil protection services

The total cost for trademarking the City's Logo was \$14,900. Below is a breakdown of the costs.

Mark Fee (flat fee)	\$1,800
First three classifications	\$300
Additional classifications (\$700 each)	\$6,300 (\$700 x 9)
Legal Services	\$6,500
Total	\$14,900

Additional costs may include legal fees to ensure compliance with trademark and City policies; productions costs for printing, embroidery, or digital reproduction costs; and advertising and distribution. If the City decides to establish an online store, further costs may include website domain set up and hosting, website design, platform fees, inventory and fulfillment, marketing and advertising, and labor to oversee store operations. The table below illustrates a preliminary estimate of these costs based on cursory research.

Item	Estimated Cost
Legal Fees	Varies depending on business structure
Production Costs	Varies depending on inventory type, quantity, and manufacturing method
Advertising and Distribution	~ \$5,000 to \$10,000 for marketing materials and distribution
Website Domain Set Up and Hosting	~\$10-20 annually for domain costs ~ \$1,000 one time for website set-up ~ \$1,000 to \$10,000 annually for hosting (varies by provider)
Website Design	~\$1,000 for basic design, higher for custom development
Platform Fees (e-Commerce)	~\$400 monthly depending on platform
Product Inventory and Fulfillment	Varies depending on inventory type, storage, and packaging, and delivery methods
Marketing and Advertising	~up to \$20,000 monthly depending on ad type, scope, and frequency
Labor (oversee store operations, website)	Varies based on staff size and hours

Revenue Opportunities

Cities may charge a fee for the use of their official logo or branding elements. For example, the City of Rochester, NY has a tiered license fee structure charging \$50 for a two-year term for non-commercial usage and \$100 for a two-year term for commercial usage. Last year, the city collected approximately \$2,000.

Cities may also establish and operate their stores to sell city branded merchandise. For example, the City of New York operates the City Store, which sells branded products through both a physical storefront and an online store. The CityStore was originally created in the late 1980s and sells official New York City (NYC) souvenirs, memorabilia, collectibles, wedding gifts and favors, and municipal publications. The city generates hundreds of thousands of dollars in revenue annually through these sales.

CITY OF REDONDO BEACH

Budget Response Report

#10

June 10, 2025

Question:

What costs related to Measure FP implementation does the City expect to incur in FY 2025-26 and are they eligible for Bond reimbursement?

Response:

The following direct costs have been included in the FY 2025-26 Budget for Measure FP implementation. All of the identified expenditures will be reimbursed by the bond, once issued.

- Program Coordinator / Owners Representative Services – This entity will assist the City in developing an overall construction approach and timeline. Selection of the recommended firm is complete and staff are in the process of preparing the associated consulting services agreement for phase one of the anticipated work. The contract will be presented to City Council for consideration of approval in July. The Budget includes \$350,000 for this work, and is more than sufficient to cover the phase one contract expenses proposed by the consultant.
- Project Coordinator (part time) Support – A part time staff member was hired in April to assist with overall Measure FP implementation management, including scheduling, coordination, and administrative work associated with advancing the project through critical milestones. The Proposed Budget includes \$72,800 for this supporting staff work.

As noted above, these costs are eligible for Bond reimbursement as established in the City's reimbursement resolution adopted on March 18, 2025.

It should be noted that the City will incur other Measure FP related costs as part of the bond issuance. The City's Municipal Financial Advisor and hired Bond and Disclosure Counsel will be paid as part of the bond sale. These costs are estimated to total approximately \$200,000. Consistent with industry practice, these costs are directly payable from bond proceeds and therefore do not require a Budget appropriation.

CITY OF REDONDO BEACH Budget Response Report

#11

June 10, 2025

Question:

What is the Metro GO pass / Ride-for-Free on Beach Cities Transit (BCT) program, and what is the cost to add this program to the BCT system?

Response:

The Metro GoPass program provides free, unlimited transit access to students participating in K-12, Adult Schools, and Community Colleges in Los Angeles County. This pass is only available to students whose school district has opted to participate in the program. The goal of the program is to increase ridership, improve student health, and better support student success by partnering with existing transit programs such as the TAP Cooperative Program (TAP Program). GoPass establishes cost-sharing partnerships with school districts and community colleges while creating regional student passes through collaboration with other transit agencies in the county.

To participate, school districts and transit agencies are required to contract independently with the Los Angeles Metropolitan Transit District (Metro). Currently, Beach Cities Transit (BCT) and Redondo Beach Unified School District (RBUSD) have not opted into the program. In order for the GoPass program to be available to Redondo Beach students, RBUSD would need to agree with Metro to distribute and provide GoPass cards at a rate of \$7 per student. Participating school districts do not receive direct revenue from Metro, but rather the program provides increased accessibility of public transportation for their students, which can help with attendance, academic performance, and to build positive community relations. The program is viewed as an investment in the students' well-being and future success.

Once an agreement between a school district and Metro is signed, school districts receive GoPass TAP cards and materials to distribute to students. Metro can also assist school districts with the distribution of the TAP cards. Currently, GoPass is available for use with the following transit agencies:

AVTA	Burbank Bus
City of Commerce	Culver Citybus
LADOT DASH	Foothill Transit
Gardena Transit (GTrans)	Glendale Beeline
Lawndale Beat	LA County Shuttles
Long Beach Transit	Norwalk Transit
Montebello Bus	Pasadena Transit

Santa Monica Big Blue Bus

Torrance Transit

BCT currently participates in the TAP program, which is a regional fare payment system that utilizes reloadable smart cards. This system is used by various transit agencies throughout Southern California and relies on the use of Bus System Validator devices for processing at the time of boarding. These devices are also used for the GoPass program, so the City's current fleet is already capable of accepting GoPass cards.

The GoPass program is based on a revenue-sharing model, which distributes revenue generated from the school district to partner transit agencies in direct proportion to the number of GoPasses used at each agency. Below is an example, provided by Metro, that outlines cost-share calculations for the Lynwood Unified School District.

Revenue-Sharing Sample - Lynwood Unified				
Lynwood Unified Enrollment for AY '20-'21	12,732	Students		
Cost Sharing Per Student	\$ 7.00			
Estimated Revenue from CCUSD	\$ 89,124.00			
TAP Cards Distributed	13,000	(Order delivered on 10/7/2022)		
Cost of TAP Cards @ \$2 each	\$ 26,000.00			
Balance of Revenue Share:	\$ 63,124.00			
Estimated Revenue Sharing for FY23				
Estimated Annual Boardings as of 6/30/2023	100,000	100%	\$ 63,124.00	
Lynwood Trolley	50,000	50%	\$ 31,562.00	(Manual Cc
Metro	40000	40%	\$ 25,249.60	(TAP)
SM Big Blue Bus	4000	4%	\$ 2,524.96	(TAP)
Torrance Transit	3,000	3%	\$ 1,893.72	(TAP)
Culver City Bus	3000	3%	\$ 1,893.72	(TAP)
Total	100,000	100%	\$ 63,124.00	

Figure 1: Lynwood Unified School District GoPass example

As shown above, the fees collected by the school district are shared among partner transit agencies and each transit agency's revenue payout is based on the number of boardings within each respective system. In the case above, there are 100,000 boardings for Lynwood Unified School District in FY 2023. Of the total boardings, Lynwood Trolley had 50% and therefore would receive 50% of the total revenue generated from the use of GoPass in FY 2023.

The GoPass program could benefit BCT by allowing students from other districts to utilize Redondo Beach's transit system, potentially increasing ridership as well as revenue for the City. For example, RBUSD had 9,560 students enrolled in TK through 12th grade in FY 2024. If all students enrolled in the GoPass program, the cost to RBUSD would be \$47,800. Figure 2 below provides a breakdown of how the total revenue would be generated.

RBUSD Total Enrollment FY24		
RBUSD Enrollment FY24 (TK-12)		9,560
Cost Sharing/Student		\$7
Estimated Revenue from RBUSD		\$66,920
Tap Cards Distributed		9,560
Cost of Tap Cards (\$2 ea)		(\$19,120)
Balance of Revenue Share		\$47,800

Figure 2: Potential revenue based on student enrollment

Currently, BCT provides monthly student passes for those enrolled in RBUSD and who are also residents of the City for \$8. Revenue generated from these passes in FY 2024 was \$17,560. On average, the number of monthly BCT bus passes sold was approximately 183. Figure 3 provides a breakdown of monthly passes and revenue to the City for student passes.

Monthly BCT Bus Passes Sold FY24		
BCT Student Pass Cost		\$8
Month	Passes Sold	Amount
July '23	42	\$336
August '23	199	\$1,592
September '23	208	\$1,664
October '23	211	\$1,688
November '23	220	\$1,760
December '23	211	\$1,688
January '24	193	\$1,544
February '24	187	\$1,496
March '24	188	\$1,504
April '24	183	\$1,464
May '24	190	\$1,520
June '24	163	\$1,304
Total	2195	\$17,560

Figure 3: BCT Passes sold FY24 - Based on K-12 Redondo Beach resident students

If implemented, the GoPass would replace the City's student pass program. Since the City's student pass participants remain relatively consistent each month, GoPass estimates are based on the total monthly average of BCT's student bus passes. With approximately 183 students participating in the City's student pass program, the potential annual gross revenue is estimated to be \$915, which is a 95% decrease. The City's

allocation would be calculated based on ridership. Figure 4 shows the potential revenue share BCT would be able to acquire through this program. The revenue payout is determined at the end of the year based on the total number of boardings throughout the region.

Revenue Estimate based on Average BCT Buses Sold in FY 2024	
Tap Card Distributed (based on average # of K-12 Students Purchasing Monthly BCT Passes)	183
Cost Sharing per Student (\$7 ea)	\$1,281
Cost of Tap Cards (\$2 ea)	(\$366)
Balance of Revenue Share	\$915

Figure 4: BCT GoPass Estimates based on FY 2024 Bus Pass Purchases

If the City decides to opt into the GoPass program, the City does not incur direct costs or expenses but stands to gain from increased ridership, which could lead to higher overall revenue. While RBUSD’s decision to participate in the GoPass program is outside of the City’s jurisdiction, future participation by RBUSD would shift student bus pass revenue projections as GoPass would replace the current system. However, this transition could yield broader benefits, such as increased accessibility to public transportation for students, positive community engagement, and the potential increase in ridership that may outweigh the initial revenue adjustment.

CITY OF REDONDO BEACH

Budget Response Report

#12

June 10, 2025

Question:

What are the usage statistics for City-owned facilities that are leased or rented daily over the last three years? How does the City make these facilities available, and what external groups have used them? What revenue has the City collected associated with the use of these facilities?

Response:

The Community Services Department oversees and facilitates the use of a variety of City-owned facilities, both indoors and outdoors. Sites are located throughout the City and include multiple amenities and rental opportunities at each location.

The City's facilities and fields are heavily utilized by residents, community organizations, and local programs. These spaces support a wide range of recreational, cultural, and educational activities that reflect the City's ongoing investment in community well-being. While compiling usage and revenue data for this Budget Response Report, staff has identified the need for more structured oversight of the City's rental program.

Staff is working on a comprehensive and formalized facility and field use program, inclusive of a fee schedule and facility use calendar, codified through executed agreements with user groups. These tools would enable the City to:

1. Recover costs associated with ongoing wear and tear on public assets;
2. Offset administrative expenses related to scheduling and facility management;
3. Ensure all users carry appropriate insurance to limit liability exposure; and
4. Protect resident access to public spaces, particularly in instances where commercial activities, such as outdoor fitness classes, may limit equitable community use.

Formalizing these procedures would strengthen operational accountability while maintaining the community-first focus of these shared resources. Detailed usage statistics for Community Services-managed facilities are provided below, organized by indoor and outdoor locations.

Staff's analysis led to the follow-up actions and considerations included below:

- 1. Develop agreements with qualified youth sport leagues that utilize City-owned field space**
 - Establish a graduated use rate (i.e., per player, hourly fee, flat charge per season, special event/tournament rates, etc.)
 - Example: Redondo Beach Unified School District (RBUSD) Field Usage by the Redondo Beach Little League

- \$20 per player fee
 - Fields at Lincoln and Adams
 - Projection using RBUSD rate:
 - South Bay Sharks (formally Redondo Beach Pop Warner)
 - Two Locations: Perry and Aviation Fields
 - Approximately 160 participants
 - Rate of Usage:
 - Aug (20 days): Mon - Fri 5:00-7:00pm
 - Sept- Oct (32 days): Mon - Thurs 5:00-7:00pm
 - Nov (3 weeks) (12 days): Mon - Thurs 5:00-7:00pm
 - 160 players, \$20 per player = \$3,200
- 2. Develop agreements with qualified youth sport leagues that utilize the Aviation Gymnasium facility.**
- Establish a graduated use rate (i.e., per player, hourly fee, flat rate per season, special event/tournament rates, etc.)
 - Current court reservation fees are \$175 for the large gym and \$150 for the small gym.
- 3. Consider establishing a rate for scout groups utilizing the Scout Houses.**
- 4. Consider establishing an Outdoor Fitness Permit, which allows for private, outdoor instruction with limited capacity and scheduling (personal fitness).**
- Example: Hermosa Beach
 - \$130 monthly fee + \$127 annual application fee, per location
 - Limited to:
 - 6 total hours per week
 - No more than 10 people at a time, including the instructor
 - Requires insurance, Business License, and proper certification to teach/instruct
 - Projection using HB rates: approximately \$4,000 in additional revenue for 10 annual permits that include two locations for each applicant. These are conservative figures, as this program is anticipated to be popular given the number of unpermitted instruction taking place throughout the City

INDOOR FACILITIES

The table below provides an overview of all indoor facilities, indicating whether each location and individual facility provides private rental opportunities, contract activities, City-run camps/activities, existing leases, or use that is free of charge:

Table 1: Snapshot of the Variety of Uses of Indoor Facilities

INDOOR FACILITIES						
Location	Facility	Private Rental	Contract Activities	City-run Camps/ Activities	Existing Lease	Reserved Without Charge
Alta Vista Park	Community Room	•	•			•
	Racquetball Courts	•	•			
Anderson Park	Senior Center	•		•	•	
	Boy Scout House			•		•
	Girl Scout House			•		•
Artesia Office	Classroom		•			
Aviation Park	Gymnasium (large)	•			•	•
	Gymnasium (small)	•			•	•
	Dance Rooms	•	•		•	
	Fitness Center (NG)				•	
Dominguez Park	Historical Museum					
	Morrell House				•	
Perry Park	Senior Center	•	•	•		•
	Teen Center			•		
	Morris Scout House		•	•		•
Veterans Park	Senior Center			•		
Wilderness Park	Visitors Center	•	•	•		•

Table 2: Indoor Facilities Usage Data

		FY 2022-23	FY 2023-24	FY 2024-25	Total
Alta Vista Community Room	Rental Revenue	\$6,925	\$58,482	\$75,041	\$140,448
	Rental Hours	177	437	316	930
Alta Vista Racquetball Courts	Rental Revenue	No Data	\$5,034	\$5,969	\$11,003
	Rental Hours	No Data	726	632	1,358
Anderson Park Senior Center	Rental Revenue	\$1,225	\$14,908	\$16,965	\$33,098
	Rental Hours	18	92	66	176

		FY 2022-23	FY 2023-24	FY 2024-25	Total
Aviation Park Large Gymnasium	Rental Revenue	\$104,508	\$117,294	\$118,029	\$339,831
	Rental Hours	774	849	660	2,283
Aviation Park Small Gymnasium	Rental Revenue	\$95,808	\$106,680	\$122,029	\$324,517
	Rental Hours	815	888	793	2,496
Aviation Park Dance Room	Rental Revenue	\$400	\$400	\$450	\$1,250
	Rental Hours	10	10	10	30
Perry Park Senior Center	Rental Revenue	\$0 ¹	\$6,193	\$8,854	\$15,047
	Rental Hours	6	47	44	97

Alta Vista Park

Community Room

- The rental rate is \$200 per hour, plus an additional \$550 in fees, which includes the \$400 refundable rental deposit. Additional staffing fees may apply
- Private rentals
- Contract activities
- Community or group meetings
- Free of charge for City Council Neighborhood District Meetings

Racquetball courts

- Two indoor racquetball courts available for private rental to Alta Vista members for an annual membership fee of \$25
- Hourly court fees range from \$9 to \$11, depending on the day, time of use, and age of the player

Anderson Park

Anderson Park Senior Center

- Senior-related programs, activities, and events that are managed by City staff
- Community room is available for private rental for birthday parties, family gatherings, and other events
- Rental fees range from \$85 to \$130 per hour, plus additional staffing fees, as needed. A refundable \$400 deposit is also required.
- Easter Seals utilizes a dedicated room and office space Monday through Friday

Boy Scout and Girl Scout Houses

- Used year-round by local Boy and Girl Scout groups for meetings, small gatherings, and other scout-related activities
- Facilities are provided to Scouting Organizations at no cost
- City assumes all maintenance costs

¹ Rental revenue was collected in the prior fiscal year.

Artesia Office-Community Services Department

Classroom used for

- Contract activities such as karate, music classes, and seasonal camps
- Not available for private rental
- Revenue is generated by use for contract activities

Aviation Park

Aviation Park Gymnasiums (Small and Large)

- Available by private rental as well as through the City's license agreement with Northrop Grumman, which provides limited weekday use to its employees
- Used by local basketball clubs and local sports organizations holding basketball camps
- Rental rates are \$175 per hour for the large gymnasium and \$150 per hour for the small gymnasium
- Redondo Beach Youth Basketball League (RBYBL) also utilizes both gymnasiums for its league activities free of charge
- RBYBL accounts for approximately 50% of the total annual usage

Dance Room

- Available for private rental at \$45 per hour
- Sees limited use

Northrop Grumman Fitness Room

- License agreement provides exclusive use of a large room at the back of the gymnasium facility for its employees to use as a fitness area
- This area is not available for members of the public or City use
- City collects \$10,359 per month for the exclusive use of this space, as well as for select use of the two gymnasiums and dance room during pre-designated times

Dominguez Park-Heritage Court

Morrell House

- Morrell House is leased to the Redondo Beach Historical Society (Society), which maintains and programs the site for public use
- The City contributes up to \$18,000 annually for utilities and ongoing expenses, and costs beyond that are the Society's responsibility
- Society may rent the space to local organizations, however, there are no reporting requirements or rental fee limits, so facility usage is unknown to staff

Historical Museum

- Managed by staff and includes the City's collection of artifacts and historically significant pieces
- Only available to the public during its regular operations and City-sponsored events
- No rental revenue is collected

Perry Park

Senior Center

- Provides a variety of senior-focused programs, activities, and events throughout the year
- Available for private rental for meetings, small gatherings, and events
- Used for free to host City Council Neighborhood District Meetings
- Rental fees range from \$85 to \$130 per hour, plus \$150 in facility and staff fees, when required
- \$400 refundable security deposit is also required

Teen Center

- Remains closed for private rental
- Used for the City's seasonal camp programs, which generate revenue for those activities
- Staff anticipates having the Teen Center available for private use when it reopens later this year

Morris Scout House

- Used by local scouting groups for their meetings and other small gatherings
- facilities are used free of charge, with the City funding all repairs and maintenance

Veterans Park

Senior Center

- Hosts events, activities, and other senior-related programs
- Not currently available for private rentals
- Used for a variety of community meetings and larger senior events

Wilderness Park

Visitors Center

- Hosts a variety of activities for all ages, including City-sponsored seasonal camp programs and an early childhood education program for children aged 18 months to 6 years, during the school year
- The early childhood education program operates under the contract class program, which allocates 30% of its registration fee revenue to the City
- Periodically used free of charge by the South Bay Parkland Conservancy for organizational meetings
- Facility is available for private use, it is not typically utilized for this purpose

OUTDOOR FACILITIES

The Community Services Department also oversees the use of various outdoor facilities, including sports fields and courts, areas available for moon bounce rentals, and more. Each outdoor facility noted in Table 9 is used for different purposes with varying rental rates:

Table 3: Snapshot of the Variety of Uses of Outdoor Facilities

OUTDOOR FACILITIES							
Location	Facility	Private Rental	Contract Activities	City-run Camps/ Activities	Existing Lease	Reserved Without Charge	Open Amenity
Alta Vista Park	Picnic Shelter	•					•
	Moon Bounce Area	•					
	Tennis Courts (8)	•	•	•			
	Julia Field					•	•
	Dog Run						•
	Community Garden				•		
Anderson Park	Moon Bounce Areas (2)	•					
	Open Field						•
	Basketball Court (half)			•			•
	Tennis Courts (2)		•	•			•
	Pickleball Court						•
Aviation Park	Football/Soccer Field	•			•	•	•
	Track						•
Dominguez Park	Dog Park						•
	Sport Fields (2)					•	•
Franklin Park	Moon Bounce Area (2)	•					
	Basketball/Pickleball Courts		•				•
	Pickleball Court						•
	Field		•				•
Fulton Playfield	Open Field	•					•
Perry Park	Sports Field	•		•		•	•
	Batting Cages					•	
	Basketball/Pickleball Courts			•		•	•
	Skate Park						•
Seaside Lagoon	Picnic Areas (10)	•		•			
	Luau Shelter	•		•			
Wilderness Park	Amphitheater	•					•
	Camp Sites (4)	•		•			

Table 4: Outdoor Facility Usage Data

		FY 2022-23	FY 2023-24	FY 2024-25	Total
Alta Vista Picnic Shelter	Rental Revenue	\$2,762	\$14,727	\$98,121	\$115,610
	Rental Hours	173	373	340	886
	Moon Bounce Permits	12	48	14	74
Alta Vista Tennis Courts	Rental Revenue	No Data	\$101,578.23	\$122,237.39	\$223,815.62
	Rental Hours	No Data	12,750	10,712	23,462
	Round Robin Hours	No Data	2,173	1,526	3,699
Julia Field	RB Sunset League	742 hours	742 hours	742 hours	\$0
	AYSO – Region 17	458 hours	458 hours	458 hours	\$0
	Miscellaneous	10 hours	10 hours	10 hours	\$1,100
Anderson Park Moon Bounce Areas	Rental Revenue	\$360	\$6,746	\$9,011	\$16,117
	Rental Hours	245	1,107	825	2,177
	Moon Bounce Permits	45	140	165	350
Aviation Field	Rental Revenue	\$68,625	\$85,950	\$85,650	\$240,225
	Rental Hours²	664	688	650	2,002
Dominguez Park Sport Fields	Rental Revenue	\$250	\$250	\$280	\$780
	Rental Hours³	752	752	968	2,472
Franklin Park Moon Bounce Areas	Rental Revenue	\$280	\$3,246	\$3,185	\$6,711
	Rental Hours	124	557	310	991
	Moon Bounce Permits	20	67	62	149

² This total includes the hours used by Redondo Beach Youth Football League, which averages 115 hours each year. These hours are currently offered free of charge to the organization.

³ This total includes the hours used by the Redondo Beach Little League, which averages 750 hours each year. These hours are currently offered free of charge to the organization.

		FY 2022-23	FY 2023-24	FY 2024-25	Total
Fulton Playfield Sport Field	Rental Revenue	\$400	\$700	\$1,000	\$2,100
	Rental Hours	20	35	50	105
Perry Park Field Usage	RB Little League	742 hours	742 hours	958 hours	\$0
	AYSO – Region 34	58 hours	100 hours	116 hours	\$0
	Miscellaneous	15 hours	10 hours	10 hours	\$1,025
Seaside Lagoon Picnic and Luau Shelter	Hours Used	34 hours	321 hours	327 hours	\$176,665
Wilderness Park	Camp Sites	No Data	130 days	80 days	\$37,270
	Amphitheater	No Data	29 days	25 days	\$1,193

Alta Vista Park

Picnic Shelter and Moon Bounce Area

- Typically used in tandem, however, it is not required
- Picnic shelter is \$125 for a half day, or \$250 for a full day
- Moon bounce reservations are \$40 for residents and \$60 for non-residents, plus a \$25 electrical use fee

Tennis Courts (8)

- Available to Alta Vista Tennis Center members for an annual membership fee of \$25
- Hourly rental rates vary between \$10 and \$13, depending on the day, time of use, and age of the player
- City provides Round Robin play for all levels of play during select times each week
 - Participation is \$8 per player, per day

Julia Field

- Used for softball or baseball play, or soccer
- Used by the Redondo Beach Sunset Youth Baseball League as well as AYSO, Region 17, in the outfield area
- City does not charge either group for their use of the facilities
- Staff recommends entering into formal use agreements to establish clear responsibilities for each party and implement a fair and equitable fee structure to support field upkeep and maintenance

Dog Run

- Not available for private reservation and is open to the public

Community Garden

- Maintained and managed by the South Bay Parkland Conservancy through a license agreement with the City
- The City does not reserve this space and, therefore, does not collect revenue for its use

Anderson Park**Two Moon Bounce Areas**

- Reservations are \$40 for residents and \$60 for non-residents, plus a \$10 processing fee

Open Field Area

- Used for contract activities and is not available for private rental

Half-Court Basketball Court Shared with Pickleball Court

- Not available for private rental, but are used for City-run camps and activities

Tennis Courts

- Used periodically for contract activities

Aviation Park**Turf Field**

- Part of a license and concession agreement with South Bay Sports, which funded the replacement of the artificial turf field
- Agreement allows South Bay Sports to utilize the field for its purposes during select dates and times, leaving the remaining times for the City to reserve for youth sport groups, including football and soccer organizations
- Current rate for field use is \$125 per hour

Track

- Open amenity that cannot be reserved for private use

Dominguez Park**Dog Park**

- Not available for private use and remains an open and available amenity for the community
- No entry fee or revenue generated from this facility

Sports Fields (2)

- Used for baseball and softball are available to the community and can be reserved for private use by sports organizations for \$25 per hour
- City reserves these fields for the Redondo Beach Little League organization for league play

- League's use the field free of charge

Franklin Park

Two Moon Bounce Areas,

- Available for private rental and are used throughout the year for \$40 for residents and \$60 for non-residents, plus a \$10 processing fee

Shared Basketball and Pickleball courts

- Used for contract activities and are not available for private rental

Dedicated Pickleball Court

- Open amenity for any community member to use without a reservation

Open Field

- Open amenity for any community member to use without a reservation
- Area is used periodically for contract activities

Fulton Playfield

Open Field Area

- Hosts a variety of activities
- Available for private rental for \$22 per hour

Perry Park

Sports Field

- Open amenity that also serves as a location for contract activities
- Used by multiple youth sports organizations free of charge
- Available for private rental at a \$40 hourly rate

Batting Cages

- Not available to the public and are solely managed and operated by the Little League organization

Shared Basketball and Pickleball Courts

- Open amenity when not being utilized by City-run camps or activities
- RBYB utilizes the basketball courts for practices in the evenings during regular season play, typically 16 hours each week between December and March

Skateboard Ramp Area

- Open amenity that cannot be reserved for private use

Seaside Lagoon

Seaside Lagoon is a seasonal facility, open from Memorial Day to Labor Day. During the off-season, the lagoon is available for private use.

10 Picnic Areas and Luau Shelter

- Available for private rental during regular season dates
- Picnic areas are available for \$60 a day
- Private rental rates for the Luau Shelter range from \$400 to \$2,800 a day, depending on the type of group, and the day and time of use
- These areas are available for use by City-run camps and activities, but remain available to lagoon guests when not previously reserved

Information regarding entry fees to the Seaside Lagoon is outlined in BRR #56.

Wilderness Park**Campsite Areas (4)**

- Available for private rental
- Select campsites used by City-run camps and activities
- Available for reservation on weekend dates only for \$450

Amphitheater

- Available for private rental
- Used by City-run camps and activities

Outdoor Fitness Permit

The unpermitted use of open space by private trainers or instructors continues to be a concern for cities in the South Bay. In order to offset private use of public areas, provide formality and permitting capabilities for the instruction being provided, and to ensure liability insurance is in place, staff recommends the development of an Outdoor Fitness Permit. This permit would allow usage of predesignated outdoor spaces for limited hours each week, and set limitations for the number of students to ensure group sizes remain small.

The City of Hermosa Beach currently offers a similar program, charging \$127 for an annual application plus an additional \$130 monthly fee for each location used by the permittee. Based on these rates, the City could estimate approximately \$4,000 in additional revenue from issuing 10 annual permits that include two locations for each applicant. These are conservative figures as staff anticipate this program to be popular, given the amount of unpermitted instruction taking place throughout the City. However, the success of this program is contingent on enforcement capabilities and would require a strong partnership with the City's Code Enforcement Team.

CITY OF REDONDO BEACH Budget Response Report

#13

June 10, 2025

Question:

*What percentage of the City's major revenue sources does each zip code generate?
What primary economic activities occur in these areas?*

Response:

The tables below show the City's primary tax sources by zip code. Percentages are based on FY 2023-24 data, which is the last full year of actual revenue available. For the Property Tax and Sales Tax tables, some revenue sources, such as sales tax revenue received from the County and State tax pools, or certain property tax adjustments, are not associated with a specific address/zip code. The City's two current largest economic commercial area contributors are Rivera Village and the Waterfront, which are both located in the 90277 zip code.

Property Tax (General Fund)

Zip	Amount	% Total
90277	\$16,450,785	46%
90278	\$17,856,559	50%
Unallocated by zip	\$1,629,402	4.5%
Total	\$35,936,746	100%

Sales Tax

Zip	Amount	% Total
90277	\$5,051,086	47%
90278	\$3,792,044	35%
Unallocated by zip	\$1,979,349	18%
Total	\$10,822,479	100%

Transient Occupancy Tax

Zip	Amount	% Total
90277	\$5,548,533	62%
90278	\$3,456,469	38%
Total	\$9,005,002*	100%

*If the City retained all generated TOT

Zip	Amount	% Total
90277	\$5,955,672	92%
90278	\$505,825	8%
Total	\$6,461,497*	100%

*Actual revenue

CITY OF REDONDO BEACH

Budget Response Report

#14

June 10, 2025

Question:

What is the status of ongoing legislation related to Utility Users' Tax and streaming services? What actions would the City need to take to benefit from rulings favorable to cities?

Response:

In 2022, the City of Santa Barbara billed Disney for back taxes related to the City's 2008 video utility users' tax (VUT). Disney appealed the bill on the grounds that the tax applied only to cable and traditional television channel services. An independent Hearing Officer, retired appellate court Justice James Lambden, ruled in favor of the City of Santa Barbara upholding the City's assignment for collection of VUT Taxes related to streaming services under Santa Barbara's Municipal Code. In his decision, Justice Lambden stated "The (video users' tax) VUT approved by the City's voters was patently intended to consider future developments in the 21st century's changing technological environment. Applying the meaning of 'channel' as defined to over-the-air broadcasts in the former century to defeat that intention would be absurd in context of new technology." In April 2024, Disney filed a lawsuit to appeal the tax assessment.

On November 13, 2024, the Court entered a judgment in favor of the City of Santa Barbara and Disney appealed this ruling. The case is currently pending in the California Court of Appeal (Disney Platform Distribution Inc. et. al. vs Keith DeMartini et. al., Case No. 24CV02313, Superior Court of California, October 25, 2024).

City staff members are working with Avenu Insights & Analytics (Muniservices) to monitor activity related to the lawsuit. If the courts continue to rule in Santa Barbara's favor, the City Treasurer's Office will coordinate with the City Manager's Office, the City Attorney's Office, and the Financial Services Department to develop possible next steps and report back to the Council with options. Staff would also work with Muniservices to identify implications for the City and its ability to tax under [Redondo Beach Municipal Code Chapter 9 subsection 8-9.09](#) VUT, including potential Municipal Code amendments and Proposition 218 requirements to implement such changes.

CITY OF REDONDO BEACH
Budget Response Report**#15****June 3, 2025****Question:***What is the status of Sworn personnel staffing in the Police Department?***Response:**

Staffing for the Redondo Beach Police Department's (RBPd) 98 budgeted sworn personnel, plus one over-hire for a Captain position, which expires at the end of 2025, is shown on the following table.

Position	Authorized	Frozen	Vacant	Filled
Chief of Police	1	0	0	1
Police Captain	4 (1 over-hire)	0	1 (over-hire)	3
Police Lieutenant	6	0	0	6
Police Sergeant	15	0	0	15
Police Officer	73	0	5	68
Total	99	0	6	93

RBPd currently has 93 sworn positions filled, which includes five trainees in the field training program and five recruits in the academy. In addition, two officers are on modified duty and/or out long-term due to medical reasons.

RBPd currently has five applicants in backgrounds, of which two are lateral transfers. One conditional offer has been made to a police recruit with the next academy class set to start on June 30, 2025. Additional recruit interviews occurred on May 7, 2025.

Recruitment has been a consistent challenge for law enforcement agencies, and RBPd is not exempt from this issue. RBPd continues to develop new and innovative ways to recruit qualified candidates via social media, academy visits, mobile sign boards, professional flyers, referrals, and recruitment efforts. Additionally, RBPd intends to remain focused on marketing the City's many video vignettes, special programs, and special assignment details to stimulate interest on its social media platforms.

CITY OF REDONDO BEACH
Budget Response Report**#16****June 3, 2025****Question:***What is the status of Civilian personnel staffing in the Police Department?***Response:**

The current status for the Redondo Beach Police Department's (RBPD) civilian personnel is shown in the following tables.

Administrative Services

Position	Authorized	Frozen	Vacant	Filled
Executive Assistant	1	0	0	1
Senior Management Analyst	1	0	0	1
Analyst	2	0	0	2
Total	4	0	0	4

Community Service Officers

Position	Authorized	Frozen	Vacant	Filled
CSO III	3	0	0	3
CSO II (Jailers)	10	0	1	9
Total	13	0	1	12

CSO II (Jailer) has one vacancy, and one candidate is currently in backgrounds.

Communications Unit

Position	Authorized	Frozen	Vacant	Filled
Public Safety Communications Manager	1	0	0	1
Communications Supervisors	4	0	0	4
Communication Dispatchers	9	0	5	4
Total	14	0	5	9

There are currently five vacancies for Communications Dispatcher. Six dispatch candidates are in backgrounds, with one conditional offer being extended, pending testing. Dispatch Trainee applications continue to be accepted. One retired Dispatch Supervisor has returned as a part-time employee to assist with the current shortages in the Communications Dispatch Center but is limited to working 960 hours per fiscal year to comply with CalPERS guidelines for retirees.

Records Unit

Position	Authorized	Frozen	Vacant	Filled
Police Records Manager	1	0	0	1
Lead Police Services Specialist	2	0	0	2
Police Services Specialist	6	0	2	4
Administrative Specialist	1	0	1	0
Office Specialist III	2	0	1	1
Total	12	0	4	8

There are currently two vacancies for Police Services Specialists (PSS), with two candidates currently in backgrounds. Testing for Administrative Specialist position was recently completed, with two candidates advancing to backgrounds.

There is one vacant Office Specialist III position. RBPD has submitted a Decision Package for City Council consideration that would deauthorize the vacant Office Specialist III position for cost savings to help offset additional civilian personnel recommended for other units.

Investigations Division

Position	Authorized	Frozen	Vacant	Filled
Administrative Specialist	1	0	0	1
Crime Analyst	1	0	0	1
Police Identification Technician	1	0	0	1
Total	3	0	0	3

All positions in the Investigations Division are currently filled.

Community Services Unit

Position	Authorized	Frozen	Vacant	Filled
Municipal Services Supervisor	1	0	0	1
Municipal Services Officer	6	0	0	6
Senior Code Enforcement Officer	1	0	0	1
Code Enforcement Officer	2	0	0	2
Total	10	0	0	10

Proposal to Add a Second Municipal Services Supervisor

The department civilian staffing Decision Package includes a proposal to add one (1) additional Municipal Services Supervisor. The current Municipal Services Supervisor oversees a team of 22 Municipal Services Officer (MSO) employees across two locations: the Police Annex building and City Hall. Approximately half of the MSOs are part-time employees with varying schedules, including nights and weekends. Currently, the Supervisor follows a standard 4/10 work schedule, similar to the majority of Police civilian employees, which results in municipal services personnel being unsupervised on Fridays, Saturdays, and Sundays. These shifts are primarily staffed by part-time MSOs, who would benefit from additional oversight.

Adding a second Municipal Services Supervisor would provide full-week coverage, improve field supervision, and create a more balanced distribution of administrative duties. Additionally, this addition would enhance succession planning and overall efficiency. Lastly, enhanced supervision will increase citation issuance by 5 to 10%, resulting in additional General Fund revenue. The fully loaded cost of employing a full-time Municipal Services Supervisor is \$152,277, to be offset by reductions in part-time and full-time staffing costs in other areas as noted above, along with an increase to citation revenue.

Proposal for a Full-Time Social Media Program Coordinator

The department's current Social Media Program Coordinator manages the Department's online presence but is limited to part-time hours. Expanding this role to full-time would enhance digital outreach efforts and allow the coordinator to manage social media platforms for not only the Police Department but also other City departments.

A full-time Social Media Program Coordinator would ensure consistent messaging, timely updates, and improved public communication across all City Departments. This expansion would strengthen community engagement, increase transparency, and create a unified digital presence for the City. This would be a new position, not currently included in the existing City job specifications. The estimated cost, based on comparable full-time coordinator positions, is \$114,732.

CITY OF REDONDO BEACH

Budget Response Report

#17

June 3, 2025

Question:

How is the Police Department addressing traffic enforcement and safety on residential streets and the enforcement of truck routes, and what are the costs associated with these efforts?

Response:

The Redondo Beach Police Department (RBPd) and the Public Works Department are committed to improving traffic safety and reducing illegal truck traffic through a multi-faceted approach that includes grant funding, community engagement, enforcement initiatives, and public education. Below are the key measures being implemented to enhance safety on residential streets.

Grant Opportunities

The RBPd Traffic Unit has successfully secured two grants from the California Office of Traffic Safety (OTS) to support enforcement and education efforts. The Selective Traffic Enforcement Program (STEP) Grant provides \$160,000 in funding to reimburse overtime staffing dedicated to traffic enforcement strategies aimed at reducing accidents and improving roadway safety. This grant funds various initiatives, including DUI/CDL checkpoints to target impaired drivers, DUI saturation patrols in areas with high DUI-related incidents, and primary collision factor enforcement focused on violations that commonly cause collisions, such as speeding, distracted driving, and running stop signs or red lights. The program also supports joint enforcement operations in collaboration with nearby agencies to conduct large-scale traffic safety efforts, as well as public education programs that promote roadway safety and compliance with bicycle and e-bike laws.

The Pedestrian and Bicycle Safety Grant provides \$50,000 to fund enforcement operations and public education efforts aimed at reducing pedestrian and bicyclist injuries and fatalities. The grant supports bicycle and e-bike safety programs that encourage responsible riding habits and compliance with traffic laws. Additionally, it funds traffic awareness campaigns that utilize digital platforms and public outreach to educate residents on pedestrian and cyclist safety.

Traffic Complaint Hotline

RBPD operates a Traffic Complaint Hotline that allows residents to report traffic concerns such as speeding, reckless driving, and problem intersections. This system helps the Traffic Unit identify high-risk areas and allocate enforcement resources accordingly. Complaints are regularly reviewed, and enforcement efforts are adjusted based on the information received to deliver a proactive approach to traffic safety. The average number of locations on the Citywide Hotline list at any given time is 16.

Educational Messaging and Speed Reminders

To reinforce safe driving behaviors, RBPD employs various educational tools. Digital message signboards are placed in strategic locations throughout the City to provide reminders about local traffic laws and safety concerns. There are 21 fixed speed reminder signs across the City that encourage drivers to adhere to posted speed limits. Additionally, four portable radar speed trailers are periodically deployed in different areas to raise awareness about vehicle speeds in problem areas or during periods of high expected traffic volumes. RBPD also utilizes social media to disseminate traffic safety tips, updates on law changes, and reminders about responsible driving practices.

Stealth Stat Device

RBPD uses the Stealth Stat system, a mobile device designed to collect vehicle speed data without being visible to drivers. This tool enables RBPD to analyze speeding patterns, assess the validity of complaints, and determine whether additional enforcement efforts should be deployed in specific areas without having to assign staff to manually collect data. By leveraging this data-driven approach, RBPD can more effectively identify and target high-risk locations for speed enforcement.

Drive Slow Redondo Campaign

The Drive Slow Redondo campaign was developed last year by the Community Services Unit at the direction of the City Council to promote safe driving in residential areas. A student-designed campaign logo featuring a snail on wheels with the slogan #DriveSlowRedondo was selected to help spread awareness. Since its launch, the campaign has continued to expand, with ongoing promotion through social media, educational messaging, and community outreach. Banners and yard signs remain strategically placed throughout the City to remind drivers to reduce their speed and prioritize safety. This year, the program is being reinforced with additional outreach efforts and staff are working to develop new partnerships to further encourage responsible driving behaviors.

Commercial Vehicle Enforcement

RBPD is working to enhance Commercial Vehicle Enforcement to regulate large truck traffic within City limits. The Department has collaborated with the California Highway Patrol (CHP) to periodically conduct specialized enforcement operations. These efforts have resulted in over 80 citations being issued to commercial vehicle drivers for various infractions and more than 30 commercial vehicle inspections conducted by CHP officers to ensure compliance with safety and weight regulations. The RBPD is continuing to explore additional joint operations with CHP to further strengthen its overall enforcement efficiency.

Directed truck route enforcement aims to address ongoing resident complaints about unauthorized commercial vehicle traffic on Palos Verdes Blvd and Prospect Avenue. By conducting targeted enforcement twice per month, Traffic Officers can enhance compliance with the truck route ordinance, improve road safety, reduce noise and pollution, and protect the City's roadway infrastructure. The initiative will be carried out without disrupting regular Citywide traffic operations. Enforcement will specifically target eastbound commercial vehicle traffic on Palos Verdes Blvd and all truck traffic on Prospect Avenue, ensuring compliance with local regulations.

The estimated cost of this enforcement effort is \$22,335.36 per year, covering 24 enforcement details at \$116.33 per officer per hour (four-hour detail / two officers), resulting in an estimated cost of \$930.64 per directed enforcement detail. Currently these details are absorbed by the traffic unit's regular operating budget and come at the expense of either citywide traffic enforcement activities. Dedicated funding would need to be identified to allow Traffic Officers to conduct these targeted operations on an ongoing basis while also maintaining full staffing for regular traffic enforcement Citywide. Targeted enforcement typically leads to increased compliance, fewer resident complaints, improved road conditions, and a better quality of life due to reduced roadway congestion and pollution.

The Department of Public Works has installed all feasible and enforceable truck route signage to formalize the City's currently approved truck routes around Palos Verdes Boulevard and Prospect Avenue. The signage includes one blinking and two conventional truck route signs along Palos Verdes Blvd, and one conventional truck route sign along Prospect Avenue.

Existing truck route issues were discussed by the Public Works & Sustainability Commission in March 2024, the Public Safety Commission in January 2025, and at additional neighborhood meetings with concerned residents. One of the core issues discussed at these meetings was the number of designated truck routes that enter the City of Redondo Beach from the City of Torrance. Trucks legally traveling on designated truck routes in the City of Torrance, such as Palos Verdes Boulevard, Sepulveda Boulevard, and Del Amo Boulevard, do not have a legal truck route to link to in the City of Redondo Beach. Therefore, enforcing Redondo Beach's truck route prohibitions at the City border are not feasible as trucks cannot make U-turns prior to crossing the City limit. Resolving truck route issues between the two cities is critical to discouraging illegal truck traffic on certain streets, and guiding trucks to designated truck routes. City staff have already installed all legally defensible truck route signs and thus far have been unsuccessful in convincing the City of Torrance to consider enacting truck route changes that would improve compliance in both communities.

On a related note, Assembly Bill (AB) 98 was recently passed and requires all cities to update their Circulation Element to include designated truck routes by January 1, 2028. Truck routes must now follow specific standards, such as avoiding residential areas and

concentrations of sensitive receptors, as defined by the State of California. Therefore, another opportunity will arise in which Redondo Beach's (and other South Bay cities) truck routes will be updated to follow the guidelines included in AB 98, which will include additional input from South Bay communities. Funding would be required to update the City's Circulation Element. The cost to update the Circulation Element can range between \$50,000 for a minor update to more than \$125,000 for a more comprehensive overhaul.

E-Bike Safety Initiatives

RBPD launched multiple initiatives to enhance e-bike safety and enforce traffic laws. With a strong emphasis on compliance, Officers have significantly increased citation enforcement for violations such as riding without a helmet, disregarding traffic signals, improper lane usage, and reckless riding. This proactive approach is designed to promote safer riding behaviors and improve overall road safety for all users. Additionally, digital signage has been strategically placed throughout the City to reinforce awareness of e-bike regulations and encourage responsible riding.

In addition to enforcement, RBPD has continued to utilize a positive reinforcement program where law-abiding e-bike riders receive gift cards along with a QR code that links to an educational video promoting e-bike safety and regulations. Educational outreach efforts include hosting community meetings and safety seminars, collaborating with the Redondo Beach Unified School District to educate students on responsible riding practices, and working with the City Attorney's Office to continue a bicycle diversion program through the Los Angeles County Courts for riders receiving citations. RBPD is also coordinating with neighboring South Bay cities to conduct joint enforcement operations and develop unified messaging on e-bike safety.

With grant funding from the OTS, the RBPD has scheduled eight Bicycle Education "Rodeos" to educate students on safe riding practices and traffic regulations. These interactive events provide hands-on instruction and demonstrations to help young cyclists develop the skills necessary to navigate city streets safely.

Red Light Camera Program

Implementing a red-light camera program in Redondo Beach could enhance road safety by deterring drivers from running red lights, a leading cause of traffic collisions. Since 1988, Culver City's program, has demonstrated success, with a 42% reduction in red-light violations after expanding its system. In 2023, their program generated approximately \$3.5 million in revenue, offsetting its \$1.3 million operational cost. Redondo Beach, with 108 signalized intersections and 60 reported red-light-related collisions since 2020, could benefit from similar enforcement, particularly at high-risk intersections like Pacific Coast Highway at Torrance Blvd and Aviation Blvd at Grant Ave.

Redflex Traffic Systems, a vendor operating in California, offers a cost structure of approximately \$5,500 per camera per month, with no upfront installation fees. This fixed monthly rate includes all necessary equipment and services. While the program could

improve safety and reduce collisions, its effectiveness would depend on factors such as staffing for citation processing and legal/court related follow up. If implemented successfully, a red-light camera system could reduce injuries and fatalities while generating revenue to sustain its operation.

Conclusion

The Redondo Beach Police Department remains committed to a comprehensive approach to traffic safety, combining enforcement, education, and community engagement. By leveraging grant funding, targeted enforcement, public outreach, and collaboration with local and state agencies, RBPD is dedicated to creating safer streets for all road users, including drivers, cyclists, and pedestrians.

CITY OF REDONDO BEACH
Budget Response Report**#18****June 3, 2025****Question:**

What is the status of parking meter permit revenue and what are the options to prorate the parking meter permit fee?

Response:

The City's parking meter permit program provides a convenient and cost-effective way for members of the public to utilize City parking meters, by allowing permit holders to park in designated spaces for a flat annual fee without having to make individual meter payments. The annual permit runs from November 1st through October 31st of the following year.

As part of the FY 2024-25 budget, which included a comparison of the permit fees from other cities and an overall adjustment to outdated Police master fee schedule, the cost of the annual meter permit was increased from \$110 to \$175, and for Riviera Village employees from \$60 to \$70. Vehicles utilizing the permit must still abide by posted time limits and other parking restrictions. Riviera Village employee permits can only be used in designated spaces.

To illustrate the value, someone parking at a meter two days a week for four hours, at \$1.75/hour (increased in FY 2024-25 from \$1.50/hour), would pay \$728 per year, with the \$175 annual permit rate saving them \$553 a year.

For someone that visits on a regular basis of five days a week, for four hours each day, the hourly rate would total \$1,820 per year. The permit provides \$1,645 in savings. For meters that do not have an hourly limit, the savings would be even greater.

The table below provides data for meter permit sales through the third quarter of FY 2024-25 as compared to the same period last fiscal year:

	FY 2023-24 Q3	FY 2024-25 Q3	VARIANCE	
Permit Sales	1,839	1,654	(-185)	10% ▼
Revenue	\$202,290	\$289,064	\$86,774	43% ▲

Although there has been a slight decrease in the number of meter permits sold since last year, the overall revenue has increased by 43%.

Proration Options:

The City Council requested options for possible cost proration of the annual permit fee. Currently, the annual permit runs from November 1st through October 31st of the following year for a flat fee of \$175, regardless of when the permit is purchased.

The \$175 fee equates to \$14.58 per month. Some options for prorating include:

- Creating a monthly permit for at least \$14.58 per month
- Creating a quarterly option at a cost of at least \$43.75 per quarter
- Creating a bi-annual fee of at least \$87.50 per six-month period

Each of the options above would have an effect on administrative processing and would likely reduce City revenue as many people would choose to purchase the permits for only the most desirable months of the year. Currently, Parking Enforcement staff handle a high volume of sales initially, from October through December, that tapers off significantly afterwards. Implementing a prorated system would divert staff to assisting with permit sales consistently throughout the year, adding to their other required duties. Staff in the field would also have to distinguish between multiple permit options to determine if individual vehicles were displaying valid permits.

CITY OF REDONDO BEACH

Budget Response Report

#19

June 3, 2025

Question:

What is the status of revenue collection following the Police Department's 2024-25 Master Fee Schedule update?

Response:

The Police Department Master Fee Schedule encompasses a variety of fees related to Police services and enforcement activities, including report copy fees, parking citations, parking permits, alarm permits, concealed carry weapons (CCW) permits, and Police stand-by fees for special events.

Police Department fees were not adjusted for well over 10 years. As a result, the City Council adopted a Strategic Plan objective to comprehensively update the Police Master Fee Schedule with the goals to 1) recover increased costs associated with personnel and operations 2) align specific fees closer to market rate, and 3) remove fees that are no longer applicable or have transitioned to other City Departments. A tiered approach to fee adjustments was approved as part of the FY 2024-25 budget adoption and implemented at the beginning of the fiscal year as follows:

- 10% increase to the majority of fees in FY 2024-25
- A targeted, larger increase to the parking meter permit fee, parking citation fees, CCW permits, and Police stand-by fees in FY 2024-25
- 25 cent increase to the hourly parking meter rates in FY 2024-25, and an additional 25 cents in FY 2025-26
- Return with a proposed additional 5% increase to fees in FY 2025-26 (DP #1)

The actions taken by City Council last year have had a significantly positive impact on General Fund revenue. A YTD comparison between FY 2023-24 end of Q3 and FY 2024-25 end of Q3 showed an additional \$441,862 in revenue, the majority of which is attributed to the hourly parking meter rate and parking meter permit fee increases.

For FY 2025-26, a 5% fee increase, along with a targeted increase for alarm permit fees of more than 5% to align the fees with similar fees in neighboring jurisdictions, is proposed in DP #1. These changes are expected to generate an additional \$152,231 in General Fund revenue. This action will finalize the action approved in FY 2024-25 to realign fees with current operating costs.

CITY OF REDONDO BEACH

Budget Response Report

#20

June 3, 2025

Question:

What technology platforms does the Police Department utilize to increase transparency and build trust, and what are the plans for the evolution of these programs to meet changing needs?

Response:

The Redondo Beach Police Department (RBPB) utilizes technology platforms to gather, process, and distribute information to maximize staff efficiency and provide the best level of service to our community. While some platforms are discretionary, others are embedded in RBPB's culture and inform the public's expectations for Police service in the City. As such, these tools have become necessary, even if they are not legally required. While the majority of these platforms are funded through Patrol contracts and the Department's professional services account, certain agreements require support from additional funding sources to implement. RBPB continuously evaluates the products in use to take advantage of updated feature developments and new products that can enhance service delivery to the community.

Currently RBPB utilizes the following technologies:

Aerodome, Inc. (subsidiary of Flock Group, Inc.), is the Drone as a First Responder (DFR) platform that utilizes commercial drone equipment and sensors to respond to calls for service. This maximizes situational awareness, improves efficiency, and aids in identifying and capturing suspects. Aerodome utilizes proprietary technology including ground-based radar, radio frequency sensors, ADS-B and remote ID data, to fly beyond visual line of sight.

SPIDR Tech, Inc. is RBPB's primary customer service portal that sends surveys via text or email to every customer that contacts the Communications Unit. The system records customer responses for categories including response time, communication, and the resolution of calls so RBPB leadership and staff can evaluate and respond to customer feedback. More than 20% of customers engage with RBPB using the surveys, resulting in responses from more than 3,800 customers each year.

Motorola Solutions Vigilant comprises a portion of RBPB's Automatic License Plate Reader (ALPR) system and uses camera equipment mounted at traffic signals to identify license plates for stolen vehicles and individuals wanted for crimes. Currently, there are

10 cameras at five intersections in the City, and one semi-portable ALPR camera deployed at various/periodic locations. Some of these systems have exceeded their useful lifespan, having been in operation for more than 5-years. An evaluation is being conducted to identify and address equipment that is no longer serviceable. The Vigilant database includes commercial license plate data for more than 44-billion records.

Motorola Solutions – Wave is a cell phone application that allows for two-way, encrypted radio communication on established police and public safety frequencies without traditional radio equipment, which costs upwards of \$8,000 per unit.

Flock Safety is an additional ALPR system utilized by RBPB that uses camera equipment mounted at traffic signal locations to record license plates in order to identify stolen vehicles and individuals wanted for crimes. There are currently three Flock ALPR cameras deployed at three intersections in the City. Flock ALPR covers more than 4,000 communities throughout the country and utilizes proprietary technology, including artificial intelligence object recognition, to make the system an effective tool for law enforcement.

Zencity is a communications tool that sends surveys via social media advertisements and social media posts to individuals who are geolocated near Redondo Beach. These surveys aim to collect feedback and gather insights related to public safety services and community concerns.

LeadsOnline provides a database of social media, public auction, and other commercially available information to help investigators locate and identify potential stolen property.

Veritone is a computer application accessible via desktop and mobile phones that facilitates the reporting of demographic information to comply with the 2015 Racial and Identity Profiling Act (RIPA), which prohibits racial and identity profiling by law enforcement agencies in California. RIPA requires law enforcement agencies to report data to the California Department of Justice (DOJ) on all vehicle and pedestrian stops, as well as citizen complaints alleging racial and identity profiling.

Peregrine Technology is a data aggregation platform that provides a central search and dashboard function to unify data from disparate systems to unify information from legacy systems that had previously been siloed. For example, data from both the Vigilant and Flock ALPR systems can be accessed in real-time using Peregrine's high-tech platform. Peregrine adds value to a number of tools by making the data more readily available and useful across traditional technological boundaries.

Fiscal Impact:

The annual cost breakdown of the above technology platforms is as follows:

Platform	Annual Cost
Aerodome Drone as a First Responder	\$180,000 <i>(\$275,000 following FAA 14 CFR part 107.31 BVLS waiver)</i>
SPIDR Tech	\$21,065
Motorola Vigilant ALPR	\$20,762
Motorola Wave	\$5,616
Flock Safety ALPR	\$11,523
Zencity	\$15,000
LeadsOnline	\$9,120
Veritone	\$9,800
Peregrine Technologies	\$96,500
TOTAL	\$369,386 <i>(\$464,386 following FAA Aerodome waiver)</i>

RBPB's core operating budget can support approximately half the annual costs for its technology platforms, accounting for costs associated with various other systems central to Police operations (i.e. records management, timekeeping, personnel evaluation and training, legal updates, etc.). In prior years, RBPB has bridged the funding gap with a combination of one-time decision package requests and use of Supplemental Law Enforcement Services Funds (SLESF). As part of the FY 2025-26 budget, RBPB has submitted DP #23 for an additional ongoing appropriation of \$187,2025 to permanently fund these vital technology platforms.

CITY OF REDONDO BEACH

Budget Response Report

#21

June 3, 2025

Question:

How does the Police Department's Wellness Program support employee health and morale, what are the plans for the evolution of these programs to meet changing needs, and what are the anticipated long-term benefits of investing in this initiative?

Response:

The Redondo Beach Police Department's (RBPD) Wellness Program is a comprehensive initiative designed to enhance the physical, mental, and emotional well-being of employees while fostering a stronger sense of teamwork and Department cohesion. Over the past year, RBPD made significant investments in both physical and mental wellness, leadership development, and boosting team morale, recognizing that a well-rounded approach to employee wellness is essential for maintaining a healthy and motivated workforce.

Employee wellness is especially critical in law enforcement due to the unique demands of the profession, including exposure to high-stress situations, unpredictable work hours, and the physical and emotional toll of the job. Police officers face life-or-death decisions, traumatic events, and intense public scrutiny on a regular basis, which makes creating a wellness program in the Police Department a key priority. Additionally, the quality of the Department's wellness program is a key recruitment consideration when attracting new police personnel.

RBPD has implemented a range of strategies to support these wellness initiatives, including:

Physical Wellness

To support physical health, RBPD has incorporated weekly circuit training sessions led by an on-site personal trainer, helping employees improve overall fitness, build strength, and reduce stress. Additionally, in-house Brazilian Jiu-Jitsu classes are taught by two of our own officers to provide both physical conditioning and practical defensive tactics training to help improve confidence and resilience.

Mental Wellness

RBPD has partnered with Sharp Performance for cognitive coaching to provide employees with personalized tools to strengthen mental clarity, manage stress, and improve decision-making in high-pressure situations. Employees are paired with a dedicated coach and participate in virtual one-on-one sessions where they receive

tailored guidance and support. Additionally, the program includes access to app-based training videos that allow employees to reinforce their skills and strategies at their own pace, ensuring continuous development and mental resilience.

Leadership Development

RBPD has also prioritized leadership growth, hosting the first ever “Empowering Women Leaders” workshop featuring distinguished female speakers that have established exemplary careers in law enforcement. This workshop provided valuable insights and mentorship opportunities, encouraging the professional growth of female employees to prepare them for future leadership roles within the Department.

Additionally, RBPD organized two leadership-focused keynote sessions with Codey Gandy of Echelon Front and Garth Massey of Command Ready, where they emphasized accountability, decision-making under pressure, and building high-performance teams. These sessions provided employees with practical leadership strategies to strengthen communication, enhance teamwork, and improve overall operational efficiency.

Team Morale and Camaraderie

Building team cohesion and morale has also been a key focus. RBPD partnered with Golf Pro, Jordan King Thomas to put together the first ever Golf Clinic, giving employees throughout all levels of the organization a relaxed environment to bond and strengthen relationships. The Annual RBPD Holiday Team Building Event and Annual All Department Day have further reinforced this sense of community. The All-Department Day featured a message and update from Chief Hoffman, keynote speakers Codey Gandy and Garth Massey, and was followed by a department-wide BBQ for employees and their families. These events create meaningful opportunities for connection, strengthen relationships across all divisions and ranks, and reinforce the message that every employee is a valued and integral part of RBPD’s success.

Long-Term Benefits

Investing in employee wellness is a strategic decision that will produce tangible benefits for both the Department and the community. Improved physical and mental resilience will lead to better decision-making in the field, quicker response times, and give individuals the tools to more effectively handle high-stress incidents. Enhanced fitness levels will reduce the risk of injuries, decrease workers’ compensation claims, and improve overall operational readiness. Increased employee morale and job satisfaction will strengthen retention and reduce the costs and disruptions associated with job turnover and recruitments.

Future Plans

RBPD plans to continuously evaluate the effectiveness of the Wellness Program, gathering feedback from employees to identify opportunities for improvement and expansion. Future enhancements may include adding more specialized training sessions tailored to the physical and mental demands of law enforcement, increasing access to cognitive coaching and stress management resources, and expanding family-inclusive events to further strengthen the Department’s sense of community.

The Department intends to continue the current circuit training and Brazilian Jiu-Jitsu classes, which have already shown positive results in improving both physical and mental resilience. Additionally, RBPD has recently partnered with Sandbox, a local gym, to explore opportunities for expanding fitness offerings for RBPD staff. RBPD also intends to continue working with Sharp Performance to provide cognitive coaching and mental wellness support. The Department would also like to make events such as the Women's Leadership Workshop, All Department Day, and other meaningful gatherings annual traditions. Expanding and refining these events will ensure that they remain responsive to the evolving needs of Department, reinforce the goal of operational excellence, and enhance public safety outcomes.

Future success is contingent on funding. The proposed City Budget includes DP #33 requesting a General Fund appropriation of \$74,000 to support the Police Department wellness program in the coming fiscal year.

CITY OF REDONDO BEACH

Budget Response Report

#22

June 3, 2025

Question:

What are the options and costs to address speeding concerns on the Prospect frontage road?

Response:

The Public Works Department and the District 3 Council Member have received complaints about speeding, wrong-way violations, noise, and safety concerns along the frontage road adjacent to the 500-600 blocks of Prospect Avenue. In response to these complaints, Public Works Department staff led a neighborhood meeting to introduce options to replant hedges in the median to help visually define the street/median space and processed a speed cushion request for the frontage road.

The recorded 85th percentile speed along the frontage road was 24 mph. The thresholds of the City's Speed Cushion Policy were not met along the roadway and as result speed cushions are not recommended. These findings were discussed by the Public Works & Sustainability Commission (PWSC), where Commissioners voted not to recommend the installation of speed cushions to the City Council. In lieu of speed cushions, the PWSC recommended striping treatments to help reduce wrong-way violations.

Striping treatments are currently being assessed and are slated to be discussed at an upcoming PWSC meeting with the aim of reinforcing the one-way segment of the frontage road. The assessment includes treatments such as striped curb extensions, reflective pavement markers, and additional red curb painting. City staff can install these striping and signage improvements internally for an approximate cost of \$1,500. Funds are available in the City's Traffic Calming budget to support the work effort. If additional striping modifications are recommended, the City's on-call striping contractor would have to be engaged.

CITY OF REDONDO BEACH

Budget Response Report

#23

June 3, 2025

Question:

What tools can be acquired to expand the maintenance capacity of the Public Works Department, including the cost to purchase an asphalt zipper? Can we partner with neighboring cities to defray roadway maintenance costs?

Response:

An asphalt zipper is a high-powered grinding attachment used for pulverizing asphalt and gravel roadway surfaces. Asphalt zippers provide a far more efficient method of removing asphalt as compared to traditional saw-cutting and jackhammering. A six-foot zipper attachment unit costs approximately \$215,000. However, zippers are exclusively used for asphalt removal, and acquiring one would not be practical unless a range of other major equipment was also acquired. In order to utilize the equipment regularly, the Public Works Department's Street Maintenance scope of operations would need to be expanded significantly.

For asphalt removal operations, a front-end loader would be needed to host the zipper attachment, which is estimated to cost an additional \$120,000. A 13-ton dump truck would also be needed to haul away removed asphalt and transport new asphalt from the plant to the job site, with an estimated cost of \$125,000.

For laying new asphalt, the following equipment would be needed:

- An asphalt drag bog to lay new asphalt: \$17,000
- A scraper box to level new asphalt: \$8,000
- A steam roller with trailer to compact newly laid asphalt: \$70,000

With regard to staffing, the Street Maintenance Division is not currently equipped to perform large-scale asphalt replacement operations. Shifting focus to asphalt replacement would take focus away from other core services, such as sidewalk leveling, traffic sign and signal maintenance, and pothole repairs. Four additional full-time positions – an Equipment Operator, two Maintenance Worker IIs and one Leadworker – would need to be added to the Public Works Department's personnel budget to regularly deploy the equipment at an estimated annual cost of \$425,000.

Establishing a large-scale asphalt replacement operation would require a substantial expansion of the Public Works Department and would have significant upfront and ongoing costs for the needed equipment and staffing.

The City of Torrance performs some asphalt replacement in-house with a zipper attachment, but has indicated that they do not have the capacity to consider sharing resources at this time. The cities of Manhattan Beach and Hermosa Beach have expressed a willingness to explore partnership with Redondo, but additional research and outreach with Public Works personnel will be needed to determine the value and efficacy of a shared asphalt repair program.



Front-End Loader with Asphalt Zipper Attachment

CITY OF REDONDO BEACH

Budget Response Report

#24

June 3, 2025

Question:

What is the cost to add raised crosswalks and a speed table on Ford Avenue, and is it a feasible solution to improve pedestrian safety?

Response:

The Public Works Department and the District 4 Councilmember have received complaints about speeding and stop sign violations along Ford Avenue. There are several all-way stops along Ford Avenue. Like other stop-controlled intersections, they are solely dependent on driver behavior. There are no physical measures that compel drivers to proceed with caution. Stop sign compliance can be especially challenging along major street approaches like Ford Avenue if the intersecting minor street is low volume, one-way, and/or terminating.

Physical measures such as speed bumps and cushions are effective at forcing drivers to operate vehicles at slower speeds, which in turn improves safety. However, they are typically not placed at or near intersections. Speed cushions are typically placed mid-block between intersection controls like stop signs, under the assumption that drivers comply with the stop signs. At intersections, physical speed control measures include raised crosswalks or intersections. A raised crosswalk brings the crosswalk up to sidewalk level, raising the profile of crossing pedestrians and creating a speed bump-like profile that forces drivers to reduce speed and make eye contact with conflicting approaches. A raised intersection is similar, where the entire intersection is raised to sidewalk level. The closest local example of a raised intersection is the Longfellow Street corridor in Santa Monica. Longfellow is an example of a “shared street” or “woonerf” as it is known in the Netherlands. Curbs were removed along Longfellow, which created raised and permeable intersections at intersecting streets with native planting and runoff features.

Raised intersections are costly and require a thorough study to account for drainage. Engineers in the public Works Department performed a conceptual feasibility analysis to determine if a raised intersection could be installed along Ford Avenue. The intersection at Ford Avenue and Ormond Lane is a potential candidate for a raised intersection since it is located at a high point for both streets. This reduces drainage concerns, but a full survey and design would be required to determine actual feasibility and potential impacts on adjacent driveways. The cost to design and install a raised intersection at Ford Avenue

and Ormond Lane is estimated to be \$150,000, with approximately \$20,000 of the total dedicated to design costs.

CITY OF REDONDO BEACH Budget Response Report

#25

June 3, 2025

Question:

What would it cost to replace the fencing on the north side of Grant Avenue, west of the railroad bridge?

Response:

The 300-foot section of chain link fencing in this area has been in place for many years and is in dilapidated condition. Removing the existing fencing and replacing it with six-foot, vinyl-coated, green chain link fencing is estimated to cost \$66.30 per linear foot. After adding a 15% contingency, the estimated cost to replace the fence is \$22,900.



CITY OF REDONDO BEACH

Budget Response Report

#26

June 10, 2025

Question:

What is the cost for basketball hoop replacement, court resurfacing, and a mini dog run at the General Eaton Parkette?

Response:

The Public Works Department anticipates completing most of the improvements to the basketball hoop and court at General Eaton Parkette prior to the end of Fiscal Year 2024-25 as part of its regular work program. Staff plans to re-stripe the basketball court, rather than resurface it, as a more cost-effective and immediate solution. Resurfacing would require assistance from a contractor, at an estimated cost of approximately \$13,000, including a 20% contingency.

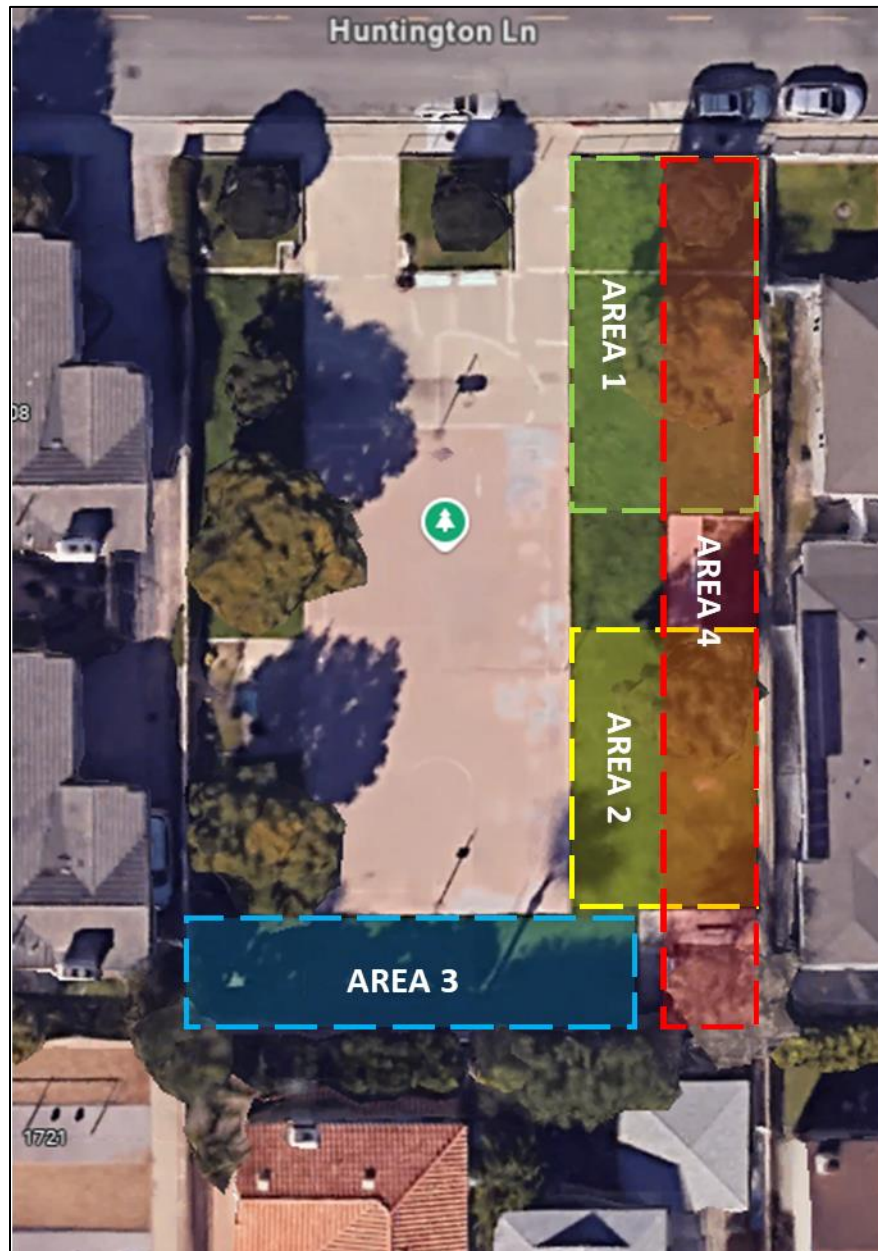
Installing a mini dog run in the parkette presents several challenges:

- **Limited Space:** There are existing concrete pads and mature trees that must be addressed in any layout.
- **Close Proximity to Housing:** Neighbors may be impacted by use of the parkette as a dog run.
- **Adequate Sizing:** Space must be functional to encourage regular use.

Given the parkette's limited size and its location within a dense residential neighborhood, staff does not recommend proceeding with the installation of a dog run.

However, if Council decides to move forward, **Area 4** (depicted below) presents the most viable option due to its larger size and ability to allow multiple dogs and their owners to gather comfortably.

The estimated costs for installing a fence, a gated entry point, and a few benches in this area is approximately \$20,000. To reduce costs, staff recommends retaining the existing grass and concrete pads to monitor their condition over time.



- **Area 1** on the map provides approximately 1,800 square feet but includes trees that could impact usability.
- **Areas 2 and 3** are each about 1,300 square feet and are not considered suitable due to their limited size.
- **Area 4** offers the largest footprint at approximately 2,400 square feet. However, it includes concrete pads along the eastern edge of the park, which could complicate installation.

CITY OF REDONDO BEACH

Budget Response Report

#27

June 10, 2025

Question:

What improvements have been completed at the Perry Park Teen Center to date, what additional amenities have been identified by the community and Youth Commission for installation, what is the estimated cost, and how much funding is available/recommended in the CIP for these items?

Response:

The Public Works Department has recently completed renovations to the Perry Park Teen Center, utilizing \$107,000 (of the originally appropriated \$144,000) in CIP funds to perform the following work:

- Removed unnecessary decorative structures from interior
- Patched and painted interior walls, arches, restrooms, and kitchen area
- Replaced new drywall where needed
- Closed-off the small service window in the kitchen
- Replaced existing drain sink connections and water shut-offs to retrofit for a commercial stainless-steel sink
- Removed and replaced approximately 1,700 square feet of colored floor tiles to match with existing blue and grey tiles
- Rebuilt four existing area heaters and installed four new thermostats
- Relocated storage room door to create a large display wall to allow for the placement of a monitor
- Coated floor in kitchen and storage room with epoxy paint
- Reglazed 72 existing windows adding new windowpanes and painted frames
- Installed new rain gutters
- Repaired and repainted exterior of the building, including metal structures
- Installed a new water bottle filling station
- Installed landscaping including new plants and drip irrigation system in the front planter

The FY 2025-26 CIP Budget proposes to add \$21,000 of funding to the roughly \$37,000 remaining in the Teen Center CIP account for a total of roughly \$58,000 to purchase new furniture, furnishings, and equipment for the Center that have been identified by the community and Youth Commission. This includes, but is not limited to, couches, bookshelves, movable wall separators, televisions, game systems - including arcade games and skee-ball, a ping pong table, a pool table, outdoor furniture, kitchen furnishings (i.e. refrigerator, electric stove, and oven), a speaker system, and office furniture.

Community & Youth Commission Feedback:

The 2024–2025 Youth Commission’s Teen Survey Subcommittee developed a Teen Survey to gather input on a range of teen-related topics, including interest in reopening the Teen Center. The survey received 214 responses from local teens. Overall, the responses highlighted that Redondo Beach teens desire to participate in social and recreational activities, creative and educational programs, and enjoy Teen Center amenities that satisfy their desire to spend time in a safe space:

- Social and Recreational Activities: Responding teens indicated they enjoy hanging out with friends, watching movies, participating in sports, online gaming, and trying new foods. Teens also expressed interest in game nights, themed social events, talent shows, and open mic nights.
- Creative and Educational Programs: Teens expressed interest in arts and crafts workshops, cooking/baking classes, music-related activities, and technology-based programs. Teens also showed interest in career preparation activities like workshops and job fairs.
- Teen Center Amenities and Safe Spaces: Many teens would like a dedicated space for studying, socializing, and gaming. There is also a high interest in the Teen Center providing a vending/snack area, tabletop game spaces, and pool tables. Teens would like the City to provide a safe, welcoming, and inclusive environment where they can relax and connect with friends.

Additionally, the Youth Commission provided verbal support for a variety of amenities for the Teen Center, including vintage arcade games, skee-ball, pinball machine, pickleball equipment, white board, gaming equipment (PS5), sound equipment, outdoor seating, dimming and colored lights, and lounge/ game space(s).

In a final effort to gather community input, City staff collaborated with the Youth Commission to host an Open House event at the Teen Center on Monday, April 14, 2025, from 5:00 to 6:00pm. During the event, staff presented conceptual layouts based on the feedback from the survey and the Youth Commission, allowing the teen attendees to review and provide additional input.

Based on the finalized layout and design needs, staff developed a preliminary equipment and furniture budget totaling \$62,000. To fund these purchases, staff will utilize the remaining \$58,000 in CIP funds, supplemented with \$4,000 (if needed) from the Teen Center’s Special Departmental Supplies account. Procurement and installation are scheduled to take place from June through August 2025.

Staff will continue to work with the Youth Commission and local partners to plan an official re-opening celebration for the facility in September 2025. Additionally, the FY 2025-26 proposed budget includes new operating funding for teen programs and facility rental activities through Decision Packages 43 and 44 to support program materials, events, movie nights, and other teen-centered initiatives. The funding would also provide support for two part-time staff positions to enhance program delivery.

CITY OF REDONDO BEACH
Budget Response Report**#28****June 3, 2025****Question:**

What is the cost of an AI software tool (information agent) to assist City residents and customers with online information and service requests?

Response:

On April 24, 2025, the City Manager's Office and the Information Technology team met with the City's website solutions provider, Revize, who recently partnered with OpenAI (ChatGPT) to offer an integrated, conversational, AI chatbot for deployment on municipal websites. Revize's chatbot utilizes machine learning to perform intelligent searches and deliver information based on content "learned" from the City's published web pages, as well as additional data and forms provided by City staff. The enhancement tool would cost an estimated \$3,200 per year, with an implementation period of approximately 90 days. The cost to implement the chatbot can be accommodated within the approved FY 2025–26 Budget for the Information Technology Department.

CITY OF REDONDO BEACH

Budget Response Report

#29

June 3, 2025

Question:

What is the cost to replace/upgrade the City's current Comcate customer service request/referral software program?

Response:

Customer Relationship Management (CRM) Solution Options

Modern Customer Relationship Management (CRM) software packages offer a wide range of functionalities tailored for municipalities, including contact management, customer engagement, communication tracking, task assignment, and workflow automation. With a variety of solutions available in the market today, the City must determine the most appropriate path forward.

Current System – Comcate (Access Redondo)

The City currently utilizes “Access Redondo,” a mid-tier CRM solution provided by Comcate. Designed specifically for small to mid-sized municipalities, Comcate holds a strong presence in the public sector market. Access Redondo has seen only minor updates over its approximately 20-year tenure with the City. On April 21, 2025, City staff met with Comcate representatives to review their latest product offering.

Comcate has developed a modernized version of its CRM application, enhancing both the web and mobile interfaces to deliver a more contemporary user experience. While the core functionality remains consistent, this upgrade offers the least disruption to existing operations and user workflows, with minimal implementation costs. It also presents the most seamless transition for both staff and external users. Upgrading to Comcate's latest product offering would result in a one-time cost of \$23,900 with little change to annual subscription costs being paid currently.

Alternative Mid-Tier Solutions

The City may consider transitioning to an alternative mid-tier CRM platform, such as FreshDesk, CivicPlus, or Zoho. These options could introduce new features and offer the opportunity to redesign how the City engages with its residents. However, adopting a new system would entail significant additional costs, including extended procurement and implementation timelines, staff and constituent retraining, data migration, and increased annual software expenses.

While pricing may vary, a reasonable budget estimate would require a one-time expenditure of approximately \$400,000 to the Information Technology Fund and an ongoing annual additional expense of \$100,000.

Enterprise-Level CRM Solutions

Alternatively, the City could explore top-tier CRM platforms such as Salesforce, Oracle, or Microsoft Dynamics. These enterprise-level solutions are highly customizable and capable of supporting complex workflows and must be customized to provide the functionality necessary, which requires extensive knowledge to configure and maintain the platform. Implementation costs can reach the high six-figure, to low seven-figure range, with substantial annual licensing fees. A similarly sized public-sector agency recently implemented Salesforce CRM with a \$1.2 million dollar implementation cost and an annual licensing cost of \$180,000.

Staff recommends proceeding with Comcate's latest CRM offering. This option is the most cost-effective, requires minimal training for both staff and constituents, and adequately meets the City's functional needs without adding unnecessary complexity. To move forward with Comcate, a one-time \$23,900 increase to the Information Technology Fund is required, and an annual \$4,000 will need to be budgeted annually to fully fund the updated platform.

CITY OF REDONDO BEACH

Budget Response Report

#30

June 10, 2025

Question:

What is the cost to paint the Artesia & Grant train crossing bridges and what funding is available in the proposed Budget to complete this work?

Response:

The train crossing bridges over Grant Avenue and Artesia Boulevard are owned and operated by the Los Angeles County Metropolitan Transportation Authority (Metro). In 2024, the City entered into a license agreement with Metro to paint the exteriors, pillars, and undersides of the bridges. Staff solicited order of magnitude cost quotes from local painting contractors. The scope of work for the estimates includes repainting of all previously painted areas, along with concrete, metal framing, center columns, bridge beams, ladders, handrails, adjacent street level retaining walls, and concrete fascia. Traffic control was estimated for 10 days during normal working hours and would include lane closures, traffic cones, delineators, signs, and on-site staff to flag the work zone. The estimated costs are as follows:

Paint Artesia Bridge	\$77,000
Paint Grant Avenue Bridge	\$84,000
Traffic Control	\$43,000
Total	\$204,000

The proposed Capital Improvement Program Budget for FY 2025-26 includes a new project to paint the bridges, funded by \$225,000 of general discretion Capital Program Funds.

Subsequent to the request for budget estimates to paint, staff became aware that lead abatement on the bridges may be required before painting. The City's on-call environmental consultant, Ellis Environmental Management, Inc. (Ellis) was engaged to inspect the bridge and prepare a memo regarding hazardous material abatement. The report is attached and indicates the presence of lead paint, which will need to be abated.

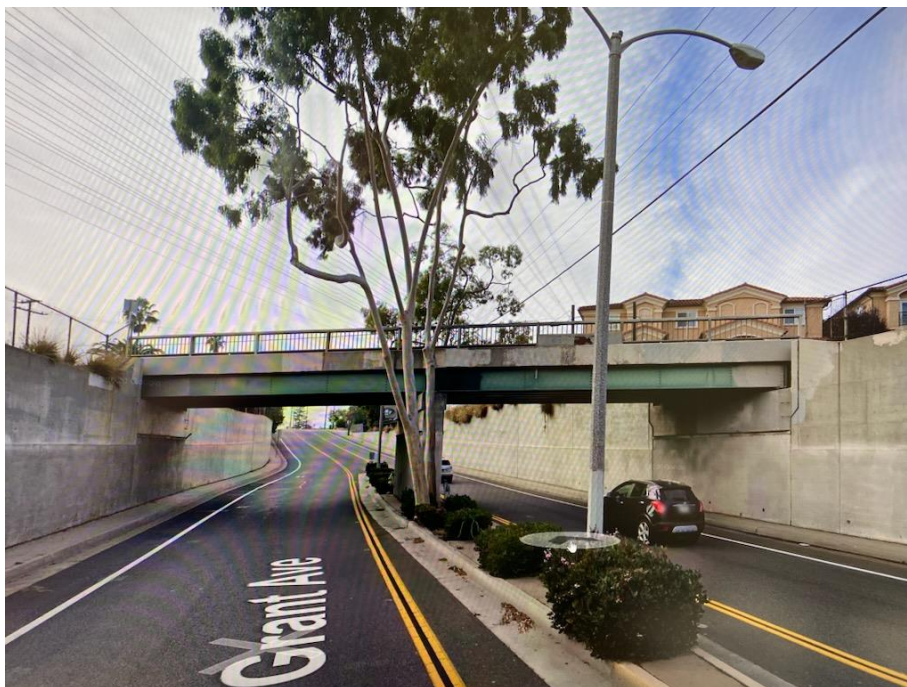
The abatement work includes removal and containment of all hazardous materials, legal disposal of all waste and debris, and monitoring/reporting by an environmental compliance consultant. The abatement work is a relatively predictable cost, however, there is considerable variation in estimated costs to access the bridges to do the work. Freight trains use the railroads daily. The bridges span two lanes of car traffic on Grant Avenue and four lanes of heavy traffic on Artesia Blvd. Details of the construction

conditions allowed by the City of Redondo Beach and the City of Lawndale will impact the cost of access, which would potentially include setting and removing scaffolding, traffic control, lane closures, full road closures with detours, night work, and/or weekend work. The potential for the painting and abatement contractors to collaborate may be a way to reduce costs. The restrictions imposed by the two cities, along with the resulting contract specifications, will significantly impact the time and costs required to access the work, making it difficult to have full confidence in an abatement estimate.

That said, staff has been working with Ellis Environmental and some of their known abatement contractors to develop an estimated range of cost. The given abatement costs per bridge range from \$125,000 to \$175,000, with the caveat that contract details will be necessary to provide a more reliable estimate.

Staff is prepared to explore creative cost-saving options, such as closing lanes overnight for a 24-hour work period to complete the work more efficiently. Although the currently proposed CIP budget will likely not be sufficient to abate and paint both bridges, staff anticipates at least one bridge could be completed this year. Funding may become available next year to complete the second bridge.

It should be noted that half of the Artesia Bridge is located within the City of Lawndale. Informal inquiries with Lawndale staff indicate a willingness to allow the City of Redondo Beach to perform the work, however a financial partnership does not appear likely.



Grant Avenue Train Bridge



Artesia Boulevard Train Bridge

May 13, 2025

Mr. Gary Laolagi
City of Redondo Beach, Public Works
531 N. Gertruda Ave.
Redondo Beach, CA 90277

**RE: *Sampling for Asbestos and Lead – Client-Specified Locations
Grant Avenue Bridge – 4617 Artesia Blvd., Redondo Beach, CA 90278***

1. Executive Summary

On March 7, 2025, Ellis conducted an inspection for possible asbestos- and lead-containing materials in client-specified locations (only) at the subject site. Sampling and inspections were performed on the bridge prior to planned repainting efforts – see photos and Figures 1-2. Results are summarized below.

Asbestos

No asbestos was identified in sampled materials, which included:

1. tar / coating on metal
2. concrete
3. tar / mastic on wood platform
4. coating on metal support / handrail

No other materials were sampled. Reference the “Results” section and Table 1 for a complete list of asbestos-related samples

Lead

The following sampled paint is “lead-based” (>0.06 % lead by wt.):

1. white wood paint
2. beige metal handrail paint
3. metal platform support paint
4. multicolored beam web and flange paint

A licensed abatement contractor is required for the removal or disturbance of the lead-based paints listed above.

The following sampled paint is “lead-containing” (<0.06 % lead by wt.):

1. beige concrete paint

Avoid torching, welding, or abrading on lead-containing paints without prior exposure monitoring. See “Results” section and attached lead “Trigger Tasks” for more information. Also reference Table 2 for a complete list of lead-related samples.

This was not a complete hazardous materials survey; only client-specified locations and materials were sampled. Any materials not identified in existing reports should be sampled prior to disturbance. The removal of asbestos- and lead-containing materials is regulated by SCAQMD Rule 1403 (asbestos only), Cal/OSHA Title 8 § 1529, Cal/OSHA Title 8 § 1532.1, and their federal regulatory counterparts. See attached regulatory summaries.

2. Methodology

All samples were collected by Andrew Meyer (CSST #24-7678, CDPH #12221) and Nikk Norris (CSST #22-7183, CDPH #9376), both EPA course-certified building inspectors employed by Ellis. Each sample was placed in a sealed container and provided with a unique identifying number. Samples were transported to an EPA/NVLAP – accredited laboratory and analyzed by the following methods as appropriate for the sampled material:

- Asbestos. 40 CFR Part 763, Subpart F, Appendix A. (AHERA Final Rule). Results expressed in percent of measured area.
- Lead in Paint. Flame AAS (SW 846 EPA method 3050B/7000B). Results expressed in percent by weight.

3. Inaccessible Areas

Sampling was limited to client-specified materials and locations (only) – see drawings and Section 1 above. There is a chance that additional suspect materials (e.g. pipe insulation above hard ceilings) may be exposed during renovation or demolition efforts. Such materials, if not identified in existing reports, should be sampled and analyzed prior to disturbance.

4. Results

Refer to the attached drawing and laboratory analysis reports.

Asbestos

No asbestos was identified in the following sampled materials:

1. tar / coating on metal
2. concrete
3. tar / mastic on wood platform
4. coating on metal support / handrail

No other materials were sampled. See Tables 1-2 and Figures 1-2 for a complete list of sampled materials and their locations.

The removal of any material containing asbestos in an amount greater than one percent (Asbestos-Containing Material or ACM) is regulated under EPA-SCAQMD Rule 1403, 29 CFR 1926.1101 (federal OSHA) and other state and local guidelines. Removal of any material containing asbestos in an amount greater than 0.1 percent is also regulated, under Cal-OSHA Title 8 Section 1529. Asbestos-containing waste material (ACWM) generated during the removal of friable and non-friable ACM must be disposed of as hazardous asbestos waste and non-hazardous asbestos waste, respectively. For asbestos-containing materials with asbestos concentrations of less than 1% but greater than 0.1%, so called Asbestos-Containing Construction Materials or ACCM, waste generated during abatement activities may be disposed of as standard construction waste but must

still be *removed* by a DOSH registered abatement contractor. Prior to renovation or demolition, retain a licensed abatement contractor to remove asbestos materials identified.

Lead

The following sampled paint is “lead-based” (>0.06 % lead by wt.):

1. white wood paint – **(0.13% lead by wt.)**
2. beige metal handrail paint – **(6.8% lead by wt.)**
3. metal platform support paint – **(9.9% lead by wt.)**
4. multicolored beam web and flange paint – **(6.6 – 8.3% lead by wt.)**

A licensed abatement contractor is required for the removal or disturbance of the lead-based paint listed above. Drum and profile all uniquely generated waste streams prior to transportation or disposal. See attached regulatory summaries for more information.

The following sampled paints are “lead-containing” (<0.06 % lead by wt.):

1. beige concrete paint – (0.023 – 0.030% lead by wt.)

Avoid torching, welding, or abrading on lead-containing paints without prior exposure monitoring as is stipulated in Cal/OSHA Title 8 § 1532.1. Reference the attached lead “Trigger Tasks” document for additional information on “lead-based” (>.06%) and “lead-containing” (<.06%) paints and work practices.

No other materials were sampled. See Tables 1-2 and Figures 1-2 for a complete list of sampled materials and their locations.

The disturbance of lead-containing materials is regulated by Cal/OSHA Title 8 § 1532.1, California Department of Public Health CDPH Title 17, and their federal regulatory counterparts. See attached regulatory summaries.

5. Statement of Independence

Ellis is a privately held company and is not affiliated with any financial institution or other corporate entity. Ellis is retained as an independent contractor to provide objective, impartial investigation or analytical services regarding environmentally regulated hazardous or toxic materials. This report is not an endorsement or rejection of any specific methods used in handling or transport of potentially hazardous chemicals. Nor is it intended as a complete hazardous materials survey of the entire building or facility. Ellis provides independent testing for asbestos, lead, indoor air contaminants and other potentially hazardous materials. The company and its employees are certified and licensed to practice in the State of California. Retained laboratories are accredited by the EPA (AREAL), NIOSH (AIHA), and the California Air Resources Board (CARB).

Respectfully Submitted:
ELLIS ENVIRONMENTAL MANAGEMENT, INC.

Prepared by:



Ryan C. Davidson
Senior Project Manager
CAC #15-5395
CDPH #0368

Proj. No.: 25-226

Distribution: Gary Laolagi, Mike Klein

Photos



(above) Lead-based white wood paint, beige handrail paint, multicolor metal support paint, beam paint, and lead-containing concrete paint.

*Red lines and hatch indicate locations of lead-based: white wood paint, beige handrail paint, metal platform support paint, multicolored beam face paint, multicolored underside paint.



*Magenta lines and hatch indicate locations of lead-containing beige and multicolored concrete paint.



Figure 1: Material Locations
City of Redondo Beach
Artesia & Torrance Bridge
4617 Artesia Blvd.,
Redondo Beach, CA 90260

Firm Name and Address
Ellis Environmental Mgmt, Inc.
879 W. 190th Street, Suite 400,
Gardena, CA 90248

Client Name and Address
City of Redondo Beach
415 Diamond St.,
Redondo Beach, CA 90277

Project # 25-226	Sheet
Date 04/29/2025	1 of 1
Ellis	

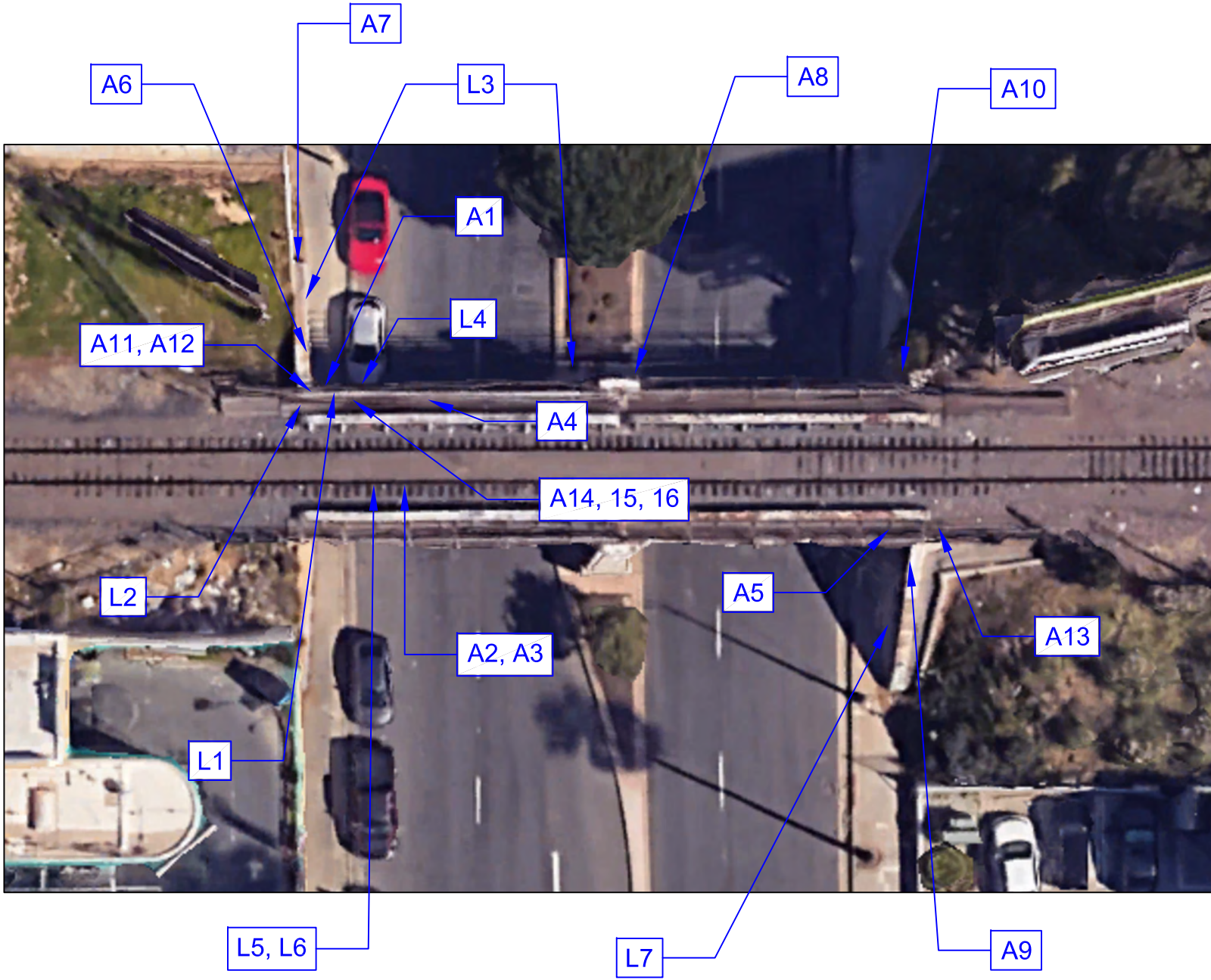


Figure 2: Sample Locations
City of Redondo Beach
Artesia & Torrance Bridge
4617 Artesia Blvd.,
Redondo Beach, CA 90260

Firm Name and Address

Ellis Environmental Mgmt, Inc.
 879 W. 190th Street, Suite 400,
 Gardena, CA 90248

Client Name and Address

City of Redondo Beach
 415 Diamond St.,
 Redondo Beach, CA 90277

Project #

25-226

Date

04/29/2025

Sheet

1 of 1

Ellis

<u>REF.</u>	<u>MATERIAL</u>	<u>MATERIAL LOCATION</u>	<u>FRIABLE</u>	<u>DAMAGE</u>	<u>% ASB</u>	<u>QTY*</u>	<u>UNIT</u>
<u>IDENTIFIED ASBESTOS MATERIALS</u>							
NONE IDENTIFIED							
<u>NON-ASBESTOS MATERIALS</u>							
A1, A2, A3, A4, A5	tar / coating on metal	see Figures 1-2	-	-	none detected	-	ft²
A6, A7, A8, A9, A10	concrete	see Figures 1-2	-	-	none detected	-	ft²
A11, A12, A13	tar / mastic on wood platform	see Figures 1-2	-	-	none detected	-	ft²
A14, A15, A16	coating on metal support / handrail	see Figures 1-2	-	-	none detected	-	ft²
Not a complete survey; only client-specified materials were sampled.							

Table 1
Asbestos Results Summary
City of Redondo Beach
Train Bridge
4617 Artesia Blvd.

SHEET 1 OF 1
Proj. #25-226
Sample Dates: 4/29/25

<u>REF.</u>	<u>MATERIAL</u>	<u>LEAD RESULTS</u> (% by wt.)	<u>LEAD- BASED?</u> (>0.06% by wt.)	<u>LEAD- CONTAINING?</u> (>0.01 to <0.06% by wt.)
L1	white wood paint	0.13%	YES	-
L2	beige metal handrail paint	6.8%	YES	-
L4	metal platform support paint	9.9%	YES	-
L5	multicolored beam web paint	8.3%	YES	-
L6	multicolored beam flange paint	6.6%	YES	-
L3	beige concrete paint (east bound)	0.030%	no	YES
L7	beige concrete paint (west bound)	0.023%	no	YES
Not a complete survey; only client-specified materials and locations were sampled. See report text.				

Table 2
Lead Results Summary
City of Redondo Beach
Train Bridge
4617 Artesia Blvd.

SHEET 1 OF 1
Proj. #25-226
Sample Dates: 4/29/25



15200 Grevillea Ave
Suite A
Lawndale, CA 90260
Phone: 310-431-9270
www.pinnaclelab.com

PLM Asbestos Report

Job ID: 107553

Date Collected 04/29/2025
Date Received 04/29/2025
Date Analyzed 05/02/2025
Date Reported 05/02/2025

Ellis Environmental Management
430 Silver Spur Road
Rancho Palos Verdes, CA 90275

Sample Count: Samples Submitted: 16; Layers Analyzed: 16
Project Desc: 25-226 - City of Redondo - 4617 Artesia Blvd, Bridge - Redondo Beach, CA 90278
Methodology: EPA Method 600/R-93/116
Accreditation: NVLAP Lab Code 600117-0

Polarized Light Microscopy (PLM) Analysis for Bulk

Lab ID # Client Sample ID # Layer #	Sample Description Sample Color Client Sample Location	Asbestos Detected? (Yes/No)	Composition % Non-Asbestos Materials	Composition % Asbestos Materials
107553-001 A1 1	Coating Beige/Black Underside/Metal Coating/Tar	No	Non-Fibrous Material 100%	None Detected
107553-002 A2 1	Coating Beige/Black Underside/Metal Coating/Tar	No	Non-Fibrous Material 100%	None Detected
107553-003 A3 1	Coating Beige/Black Underside/Metal Coating/Tar	No	Non-Fibrous Material 100%	None Detected
107553-004 A4 1	Coating Beige/Black Underside/Metal Coating/Tar	No	Non-Fibrous Material 100%	None Detected
107553-005 A5 1	Coating Beige/Black Underside/Metal Coating/Tar	No	Non-Fibrous Material 100%	None Detected
107553-006 A6 1	Concrete Gray Concrete	No	Non-Fibrous Material 100%	None Detected
107553-007 A7 1	Concrete Gray Concrete	No	Non-Fibrous Material 100%	None Detected
107553-008 A8 1	Concrete Gray Concrete	No	Non-Fibrous Material 100%	None Detected
107553-009 A9 1	Concrete Gray Concrete	No	Non-Fibrous Material 100%	None Detected
107553-010 A10 1	Concrete Gray Concrete	No	Non-Fibrous Material 100%	None Detected
107553-011 A11 1	Mastic Black Wood Platform - Mastic/Tar	No	Non-Fibrous Material 100%	None Detected

Polarized Light Microscopy (PLM) Analysis for Bulk

Lab ID # Client Sample ID # Layer #	Sample Description Sample Color Client Sample Location	Asbestos Detected? (Yes/No)	Composition % Non-Asbestos Materials	Composition % Asbestos Materials
107553-012 A12 1	Mastic Black Wood Platform - Mastic/Tar	No	Non-Fibrous Material 100%	None Detected
107553-013 A13 1	Mastic Black Wood Platform - Mastic/Tar	No	Non-Fibrous Material 100%	None Detected
107553-014 A14 1	Coating Beige/Black Metal Support/Handrail Coating - Platform	No	Non-Fibrous Material 100%	None Detected
107553-015 A15 1	Coating Beige/Black Metal Support/Handrail Coating - Platform	No	Non-Fibrous Material 100%	None Detected
107553-016 A16 1	Coating Beige/Black Metal Support/Handrail Coating - Platform	No	Non-Fibrous Material 100%	None Detected

Megan A. DeLara

Analyst: Megan De Lara(Analyst)

Steve L

Approval: Steve Vaughn (Laboratory Manager)



Disclaimer: Bulk sample(s) submitted was (were) analyzed in accordance with the procedures outlined in EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials, 1993) and Appendix E to Subpart E of 40 CFR Part 763.

Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. This report applies only to the items as received in the lab. "None Detected" means that no asbestos was observed in the sample. "< 1%" (less than one percent) means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%. This report may not be reproduced, except in full without the expressed written consent of Pinnacle Laboratory. This report may not be used to claim product certification, approval, or endorsement by NIST, NVLAP, AQMD, or any government agency.

END OF REPORT

Project No.: 25-226Client: City of RedondoLocation: 4617 Artesia Blvd, Bridge -
Redondo Beach, CA 90278879 W. 190th St., Suite 400
Gardena, CA 90248
(O) (310) 544-1837Sampled by: Andrew Meyer/NN
Print nameSheet 1 of 2

CHAIN OF CUSTODY RECORD

Sample Number	Description	QTY Sq. Ft.	Date	Time	H 2 O	A I R	S O L I D	Stop at First Positive Layer	Tests Required
A1, A2, A3	Underside/Metal coating/TAR	3800	4/29	AM			X		Asbestos - PLM
A4, A5	↓	↓							
A6, A7, A8	Concrete	4500							
A9, A10	↓	↓							
A11, A12, A13	Wood platform - Mastil/TAR	1000							
A14, A15, A16	Metal Support/handrail coating-platform								
L1	White wood paint								Lead - Flame AAS
L2	Beige Handrail paint - metal								
L3	Beige Concrete - Center/East Bound Composite								
L4	Platform metal support paint								
L5	Multicolored Beam face paint								
L6	Multicolored Bridge underside paint								
Turnaround: <input type="checkbox"/> same day <input type="checkbox"/> 24 hrs. <input type="checkbox"/> 48 hrs. <input checked="" type="checkbox"/> 3 days <input type="checkbox"/> 5 days (Standard) <input type="checkbox"/> 2 weeks Special Instructions:									
Date		Time		Relinquished By: Signature / Printed Name				Received By	
4/29/25		1:15pm		Caden Myer Andrew Meyer				Jade Hagihara	
4/29/25		2:16PM						David Wisniewski	

PID#16608

#107553



LA Testing

5431 Industrial Drive, Huntington Beach, CA 92649

Phone/Fax: (714) 828-4999 / (714) 828-4944

<http://www.LATesting.com>

hblab@latesting.com

LA Testing Order: 332512387

CustomerID: 32EEMI45

CustomerPO: 25-226

ProjectID:

Attn: **Results**
Ellis Environmental Management, Inc.
879 W. 190th St
Suite 400
Gardena, CA 90248

Phone: (310) 544-1837
Fax:
Received: 4/30/2025 08:00 AM
Collected: 4/29/2025

Project: **25-226 - CITY OF REDONDO - 4617 ARTESIA BLVD, BRIDGE - REDONDO BEACH, CA 90278**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client Sample	Description	Collected	Analyzed	Weight	RDL	Lead Concentration
L1		4/29/2025	5/6/2025	0.275 g	0.0064 % wt	0.13 % wt
332512387-0001	Site: WHITE WOOD PAINT					
L2		4/29/2025	5/6/2025	0.269 g	0.64 % wt	6.8 % wt
332512387-0002	Site: BEIGE HANDRAIL PAINT - METAL					
L3		4/29/2025	5/6/2025	0.26 g	0.0064 % wt	0.030 % wt
332512387-0003	Site: BEIGE CONCRETE- CENTER / EAST BOUND - COMPOSITE					
L4		4/29/2025	5/6/2025	0.2772 g	0.64 % wt	9.9 % wt
332512387-0004	Site: PLATFORM METAL SUPPORT PAINT					
L5		4/29/2025	5/6/2025	0.2722 g	0.64 % wt	8.3 % wt
332512387-0005	Site: MULTICOLORED BEAM FACE PAINT					
L6		4/29/2025	5/6/2025	0.295 g	0.64 % wt	6.6 % wt
332512387-0006	Site: MULTICOLORED BRIDGE UNDERSIDE PAINT					
L7		4/29/2025	5/6/2025	0.2871 g	0.0064 % wt	0.023 % wt
332512387-0007	Site: WEST BOUND - CONCRETE PAINT					

Michael Chapman, Laboratory Manager
or other approved signatory

LA Testing maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by LA Testing. LA Testing bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

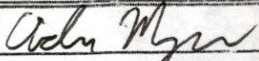

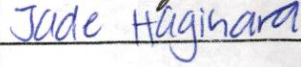
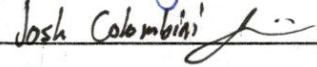
Analysis following Lead in Paint by LA Testing SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by LA Testing Huntington Beach, CA AIHA LAP, LLC-ELLAP Accredited #101650, CA ELAP 1406

Initial report from 05/06/2025 10:04:54

#332512387

Project No.: 25-226**Ellis** ENVIRONMENTAL
MANAGEMENT INC.Sampled by: Andrew Meyer/NN
Print nameClient: City of Redondo879 W. 190th St., Suite 400
Gardena, CA 90248
(O) (310) 544-1837Sheet 1 of 2Location: 4617 Artesia Blvd, Bridge -
Redondo Beach, CA 90278**CHAIN OF CUSTODY RECORD**

Sample Number	Description	QTY Sq. Ft.	Date	Time	H 2 O	A I R	S O L I D	Stop at First Positive Layer	Tests Required
A1, A2, A3	Underside/Metal coating/TAR	3800	4/29	A.M.			X		Asbestos - PLM
A4, A5	↓	↓							
A6, A7, A8	Concrete	4500							
A9, A10	↓	↓							
A11, A12, A13	Wood platform - Mastil/TAR	1000							
A14, A15, A16	METAL Support/handrail coating-platform								
L1	White wood paint								Lead - Flame AAS
L2	Beige Handrail paint - Metal								
L3	Beige Concrete - Center/East Bound Composite								
L4	Platform metal support paint								
L5	Multicolored Beam face paint								
L6	Multicolored Bridge underside paint		✓	✓			✓		
Turnaround: same day 24 hrs. 48 hrs. <input checked="" type="checkbox"/> 3 days 5 days (Standard) 2 weeks									
Special Instructions:									
Date	Time	Relinquished By: Signature / Printed Name						Received By	
4/29/25	1:15pm	 Andrew Meyer						 Jade Hagihara	
4/29/25		 Jade Hagihara						 Josh Colombini (DB) 4.30.25 8AM	

PID#16607 #107545

#332512387



Subcontracted Services

Project Name:	25-226 - City of Redondo - 4617 Artesia Blvd, Bridge - Redondo Beach, CA 90278
# of Samples:	7
Date Released by Pinnacle Laboratory:	4/29/25
Released By:	Jade Hagihara
Released To:	LA Testing

Please send reports electronically to info@pinnaclelab.com in the following formats:

[X] PDF

[X] EDD

[] Other: _____

If there are any questions regarding the subcontracted project, please contact us at (310) 431-9270 or info@pinnaclelab.com. Thank you.

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation _____

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

☐ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☐ Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]		City	County	Zip Code
Construction date (year) of structure	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Other _____		Children living in structure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know	

Section 4 — Owner of Structure (if business/agency, list contact person)

Name		Telephone number	
Address [number, street, apartment (if applicable)]	City	State	Zip Code

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☐ No lead-based paint detected
 ☐ Intact lead-based paint detected
 ☐ Deteriorated lead-based paint detected
☐ No lead hazards detected
☐ Lead-contaminated dust found
☐ Lead-contaminated soil found
☐ Other _____

Section 6 — Individual Conducting Lead Hazard Evaluation

Name		Telephone number	
Address [number, street, apartment (if applicable)]	City	State	Zip Code
CDPH certification number	Signature <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Ryan Davidson</div>		Date

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician



Andrew P. Meyer

Name

Certification No. **24-7678**

Expires on **06/21/25**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

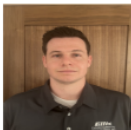


STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Andrew Meyer

CERTIFICATE TYPE:

Lead Sampling Technician

NUMBER:




LRC-00012221

EXPIRATION DATE:

1/8/2026

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clpph or calling (800) 597-LEAD



 <p>California Department of PublicHealth</p>	<p>STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH</p>			
<h2>LEAD-RELATED CONSTRUCTION CERTIFICATE</h2>				
INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:	
	Lead Sampling Technician	LRC-00009376	11/16/2025	
<p>Nicholas Norris</p>				
<p>Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clpph or calling (800) 597-LEAD</p>				



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Ryan Davidson

CERTIFICATE TYPE:

Lead Inspector/Assessor

NUMBER:

LRC-00000368

EXPIRATION DATE:

4/19/2026

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

APPLICABLE REGULATIONS – LEAD

California Title 8. Industrial Relations, Division 1, Department of Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 4, Construction Safety Orders, Article 4, Dusts, Fumes, Mists, Vapors, and Gases, §1532.1, Lead.

This section applies to all construction work where an employee may be occupationally exposed to lead. All construction work excluded from coverage in the general industry standard for lead by section 5198(a)(2) is covered by this standard. Construction work is defined as work for construction, alteration and/or repair, including painting and decorating. It includes but is not limited to the following:

- (1) Demolition or salvage of structures where lead or materials containing lead are present;
- (2) Removal or encapsulation of materials containing lead;
- (3) New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- (4) Installation of products containing lead;
- (5) Lead contamination/emergency cleanup;
- (6) Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed, and
- (7) Maintenance operations associated with the construction activities described in this subsection.

California Health & Safety Code 17961 et al.

Deems a building to be in violation of state law if it contains lead hazards, and requires local enforcement agencies to enforce provisions related to lead hazards. Makes it a crime for a person to engage in specified acts related to lead hazard evaluation, abatement, and lead-related construction courses unless certified or accredited by the Department. Permits local enforcement agencies to order the abatement of lead hazards or issue a cease and desist order in response to lead hazards.

California Labor Code 6716 to 6717 Lead-Related Activities in Construction Work

Provides for the establishment of standards that protect the health and safety of employees who engage in lead-related construction work, including construction, demolition, renovation and repair.

California Code of Regulations, Title 17, Section 35001

Includes requirements for lead hazard evaluation and abatement activities, accreditation of training providers, and certification of individuals engaged in lead-based paint activities.

LEAD - "TRIGGER TASKS"

(SOURCE: California Title 8 Section 1532.1.)

Following testing, Construction Managers and Superintendents may use the following to decide whether (and for how long) an abatement contractor should be retained during disturbance of painted surfaces.

Paint Categories

1. Lead-Based. >.06% Lead by Weight. Start-to-finish, retain an abatement contractor to perform trigger tasks listed below.
2. Lead-Containing. 0.009 – 0.06% lead by weight. Avoid torching or mechanical grinding; no other special precautions.
3. Non-Lead-Containing <.009% lead by weight. No special lead-related precautions required.

TRIGGER TASKS - Lead-Based Paints Only:

Lowest Exposure Trigger Tasks:

Unless proven otherwise (Negative Exposure Assessment, or "NEA"), assume exposures greater than 50 and up to 500 µg/m³ where lead-based coatings or paint are present:

- manual demolition of structures
- manual scraping
- manual sanding
- heat gun applications
- power tool cleaning with dust collection system
- spray painting with lead
- any other task where employees may be exposed over the PEL.

Medium Exposure Trigger Tasks:

Unless proven otherwise (NEA), assume exposures greater than 500 and up to 2,500 µg/m³ where lead-based coatings or paint are present:

- use of lead-containing mortar
- lead burning
- rivet busting
- power tool cleaning without dust collection systems
- cleanup of dry expendable abrasives
- abrasive blasting enclosure movement and removal

Highest Exposure Trigger Tasks:

Assume exposures greater than 2,500 µg/m³ unless proven otherwise where lead-based coatings or paint are present:

- abrasive blasting
- welding
- cutting
- torch burning

APPLICABLE REGULATIONS – ASBESTOS

Current state and federal regulations pertaining to asbestos are summarized below. The summary is not all-inclusive, and does not address specific removal or disposal requirements for individual materials.

NESHAPS

The National Emission Standard for Hazardous Air Pollutants (NESHAP), regulation 40 CFR Part 61, states that no visible emissions are allowed during building demolition or renovation activities which involve regulated asbestos-containing materials (RACMs). All buildings, regardless of construction date, must be surveyed for ACMs prior to demolition or renovation. The US EPA and/or the local air quality management district which implements US EPA actions must be notified prior to any building demolition, even if no ACMs are present. An ACM is defined as any material with an asbestos content of greater than one percent and which (a) is friable, or (b) Category I non-friable ACM that has or will become friable, or (c) Category II friable ACM that may become or will become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation.

According to NESHAP, ACM is material containing more than one percent asbestos as determined using the methods specified in Appendix A, Subpart E, 40 CFR Part 763, Section 1, PLM. The NESHAP classifies ACM as friable or non-friable. Friable ACM is ACM that contains more than one percent asbestos and when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Non-friable ACM also contains more than one percent asbestos and is further classified as either Category I ACM or Category II ACM. The materials are distinguished by their potential to release fibers when damaged. Category I ACMs are much more likely to release fibers when damaged.

In accordance with the US EPA's NESHAP regulation, facilities planned for renovation or demolition must be surveyed for the total amount of asbestos materials, which must be categorized as friable, Category 1 non-friable, and Category 2 non-friable ACMs.

Southern California Air Quality Management District (SCAQMD)

The SCAQMD is a government agency that regulates sources of air pollution within the area of the Los Angeles and surrounding counties. The District's regulating and enforcement authority comes from federal law. In response to the NESHAP requirements, the SCAQMD implemented Rule 1403 to specify work practice requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials (ACM). The requirements for demolition and renovation activities include asbestos surveying, notification, ACM removal procedures and time schedules, ACM handling and clean-up procedures, and storage, disposal, and landfilling requirements for asbestos-containing waste materials (ACWM). All operators are required to maintain records, including waste shipment records, and are required to use appropriate warning labels, signs, and markings.

AHERA

The Asbestos Hazard Emergency Response Act (AHERA) requires performance of asbestos surveys and the development of Asbestos Management Plans for all of the nation's primary and secondary schools. The general procedures mandated under AHERA are considered the industry standard and are applied to all surveys performed.

Cal-OSHA

Per Cal-OSHA standards, Title 8 § 1529, Asbestos-Containing Construction Materials (ACCMs) are defined as any material with an asbestos content greater than one-tenth of one percent (>0.1%). Cal-OSHA sets forth requirements to register with the agency as a licensed abatement contractor for activities which may disturb ACCM's; however, though registration as a licensed abatement contractor is not required for the disturbance of asbestos concentrations below 0.1%, OSHA still maintains work practice requirements and prohibitions for asbestos in materials at *any* concentration – See section 1.1 below. Cal-OSHA requirements for ACM and ACCM have been classified as Class I, Class II, Class III, or Class IV Asbestos related work. The classes are distinguished by their potential to release fibers. Cal-OSHA prescribes specific engineering controls and work practices for each Class of Asbestos related Work.

1. Class I – This Class refers to removal of ACMs identified as Thermal System Insulation (TSI) or surfacing (sprayed-on or troweled-on) materials. These materials are generally considered friable.
2. Class II – This Class refers to removal of ACMs identified that are not TSI or surfacing materials. These materials are generally considered non-friable.
3. Class III – This Class refers to repair and maintenance operations of all identified ACMs.
4. Class IV – This Class refers to incidental contact with identified ACMs such as custodial staff.

1.1 OSHA / Cal-OSHA – Work Practice Requirements for Asbestos at Concentrations Less Than 0.1% asbestos

Per OSHA Interpretation Letter 2003-11-24-0:

<https://www.osha.gov/laws-regs/standardinterpretations/2003-11-24-0>

Those work practice requirements and prohibitions that must be observed **regardless of the exposure levels and of the percentage of asbestos in the installed construction materials** are:

- 29 CFR 1926.1101(g)(1)(ii), which requires: **wet methods, or wetting agents, to control employee exposures during asbestos handling, mixing, removal, cutting, application, and cleanup, except where employers demonstrate that the use of wet methods is infeasible due to, for example, the creation of electrical hazards, equipment malfunction, and, in roofing, except as provided in paragraph (g)(8)(ii)² of this section;**
- 29 CFR 1926.1101(g)(1)(iii), which requires: **prompt clean-up and disposal of wastes and debris contaminated with asbestos in leak-tight containers except in roofing operations, where the procedures specified in paragraph (g)(8)(ii)³ of this section apply;**
- 29 CFR 1926.1101(g)(3)(i), which prohibits: **high-speed abrasive disc saws that are not equipped with point-of-cut ventilator or enclosures with HEPA filtered exhaust air;**
- 29 CFR 1926.1101(g)(3)(ii), which prohibits: **compressed air used to remove asbestos, or materials containing asbestos, unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud created by the compressed air; and**
- 29 CFR 1926.1101(g)(3)(iv), which prohibits: **employee rotation as a means of reducing employee exposure to asbestos.**
- 29 CFR 1926.1101(f)(2)(i), the provision for establishing that neither asbestos PEL is exceeded: **Each employer who has a workplace or work operation covered by this standard shall ensure that a "competent person" conducts an exposure assessment immediately before or at the initiation of the operation to ascertain expected exposures during that operation or workplace. The assessment must be completed in time to comply with requirements which are triggered by exposure data or the lack of a "negative exposure assessment," and to**

provide information necessary to assure that all control systems planned are appropriate for that operation and will work properly;

- 29 CFR 1926.1101(f)(6)(i), a provision covering the observation of monitoring: **The employer shall provide affected employees and their designated representatives an opportunity to observe any monitoring of employee exposure to asbestos conducted in accordance with this section;**
- 29 CFR 1926.1101(f)(5)(i), a provision covering employee notification of monitoring results: **The employer shall notify affected employees of the monitoring results that represent that employee's exposure as soon as possible following receipt of monitoring results;**
- 29 CFR 1926.1101(f)(5)(ii), another provision covering employee notification of monitoring results: **The employer shall notify affected employees of the results of monitoring representing the employee's exposure in writing either individually or by posting at a centrally located place that is accessible to affected employees;** and
- 29 CFR 1926.1101(n)(2)(i)-(iii), a set of provisions covering recordkeeping for measurements of exposures to airborne asbestos.

California Health and Safety Code

The California Health and Safety Code 25915 (former Connelly Bill) requires all building owners in the State of California to provide written notification to employees, tenants, and contractors of the presence and location of ACCMs within their buildings. Some exclusion to the notification rule for restricted access areas is allowed. All documentation related to asbestos surveys (and air monitoring) must be made available to employees, tenants, or contractors for review. ACCMs are defined as any materials with an asbestos content greater than one-tenth of one percent (>0.1%). The California Health and Safety Code also require that a seller with any knowledge of ACMs on a property disclose such information or knowledge to other parties involved in a real estate transaction.

Building Demolition / Renovation

In accordance with the US EPA's NESHAPs regulation and the SCAQMD, all structures planned for renovation or demolition must be surveyed for ACMs prior to the planned renovation or demolition. Subsequent removal of identified ACMs is also required. Removal involves, to the greatest extent practical, the complete removal, disposal, and replacement, if necessary, of the ACMs. Removal usually also requires encapsulation of the remaining structure to lock down residual fibers which may exist. Removal of ACMs is required prior to renovation and/or demolition activities. The US EPA and SCAQMD require removal of all RACMs prior to demolition or renovation. RACMs include friable and non-friable (Category I and II) which have or will become friable by demolition or renovation activities.

CITY OF REDONDO BEACH
Budget Response Report**#31****June 10, 2025****Question:**

What special events were designated as “Signature Events” and received City subsidy in Fiscal Year 2024-25? What corrections/adjustments need to be made to the FY 2025-26 Proposed Budget document for inclusion in the Adopted Budget?

Response:

Special events that take place on public property are categorized as one of the following: a Signature Event, City-initiated event, or other event. Signature Events are designated by the Mayor and City Council as having community benefit and receive subsidized support and/or staff assistance in predetermined amounts. Each event receives an assigned level of support, which is identified by Council according to the event’s specific needs. The list of Signature Events is reviewed annually as part of the budget process. For FY 2024-25, a total of \$53,500 was allocated as follows.

EVENT	SUBSIDY AMOUNT	TOTAL CITY FEES
Halloween Trick or Treat Stroll	\$2,500	\$2,468
Riviera Village Holiday Stroll	\$2,500	\$5,077
Christmas Boat Parade	\$4,000	\$55
Redondo Beach Super Bowl Sunday 10K	\$10,000	\$64,648
Springfest	\$13,000	\$7,423
LA Kings 5K & Hydrocephalus LA Walk	\$7,000	\$16,338
Riviera Village Summer Festival	\$12,500	TBD
*King Harbor Sea Fair	\$2,000	TBD

**A FY 2025-26 Special Event Application has not been received.*

Events that do not receive a City subsidy are required to pay the full cost of all applicable special event fees. Continuation of the above fee waivers (signature event subsidies) in the listed amounts has been included in the FY 2025-26 Proposed Budget. No Budget adjustments are required to maintain the current level of support.

Evolving Security Requirements

During the June 3, 2025, Public Hearing on the proposed FY 2025-26 Budget, representatives of the Chamber of Commerce requested an increase in the City subsidy amount for the Super Bowl Sunday 10K, citing significantly higher City service costs.

Recent national and international security concerns have necessitated tighter protective measures at events that occupy public roadways. Hard barricades, such as water-filled barriers or parked public safety/Public Works vehicles, have replaced cones and caution tape. Additionally, Traffic Control Plans undergo rigorous review and adjustment. These enhanced requirements increase labor costs for police staffing and public works crews, and drive additional overtime. The table below demonstrates the year over year cost escalation for the Super Bowl 10K in these areas:

Cost Escalation: Super Bowl Sunday 10K	FY 2023-24	FY 2024-25
Public Safety (Police Fees/Staff)	\$14,580	\$17,214
Public Works (Street Maintenance/Staff)	\$9,946	\$28,055
TOTAL	\$24,526	\$45,269

The FY 2024-25 invoice to the Chamber totaled \$54,648.12, inclusive of the City's \$10,000 subsidy. Of that amount, \$16,935 reflects a two-day reservation of Seaside Lagoon, based on rates adopted by Council as part of the FY 2024-25 fee schedule and calculated for 1,900 attendees.

For reference, below is the cost escalation for the LA Kings 5K Run, specific to public safety and Public Works costs:

Cost Escalation: LA Kings 5K	FY 2023-24	FY 2024-25
Public Safety (Police Fees/Staff)	\$8,100	\$11,250
Public Works (Street Maintenance Only)	\$3,840	\$3,840
TOTAL	\$11,940	\$15,090

Total FY 2024-25 charges for the 5K Run were \$16,337.69. The LA Kings engaged a private barricade contractor and did not rent Seaside Lagoon. As such, their event incurred no charges for vehicle placement to secure intersections or facility-rental fees.

There are several options available to the Chamber of Commerce and other event coordinators in the City to mitigate these costs, including:

1. Increase participant entry fees to mirror current market conditions and security obligations.
2. Contract early with a barricade vendor to design a Traffic Control Plan that minimizes reliance on City crews and equipment.
3. Re-evaluate the necessity of reserving Seaside Lagoon or consider alternate venues.

According to the Chamber's 2023 Form 990, the Super Bowl 10K generated \$422,401 in gross receipts against \$254,759 in direct expenses, yielding net proceeds of \$167,642. In light of this positive margin and the security-driven nature of the recent fee increases, staff recommends that the Chamber pursue all three of the above mitigation options before the City considers committing additional subsidy.



Special Event Invoice

DATE: 20-Feb-25

415 Diamond Street, Redondo Beach, CA 90277

DATE OF EVENT:

14-Sep-24

EVENT:

LA Kings 5K in Redondo Beach & Hydrocephalus LA Walk

SPONSOR:

LA Kings

ADDRESS/CITY:

555 N Nash St, El Segundo, CA 90245

CONTACT:

Jen Pope, 845-304-2241

DEPARTMENT	DESCRIPTION	AMOUNT DUE	ACT NO.	PROJECT NO.
Community Services	Special Event Processing Fee	\$ 165.00	10032000-405520	S9999
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	paid	10052100-410720	S9999
Fire	Fire Inspection Fee	\$ 169.00	10022100-410500	S9999
Fire/Harbor Patrol	Fire Dept Standby	-	10022400-410520	S9999
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S9999
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S9999
Police/Staffing	Police Fees/Staffing	\$ 11,250.00	10021180-410910	S9999
Police/Sound Variance	Sound Variance Permit	-	10021150-410910	S9999
Police/Parking Enforcement	Parking Meter Fees (87 spaces x 6 hours)	\$ 913.50	10021200-410900	S9999
Public Works	Street Maintenance	\$ 3,840.19	10051800-411920	S9999
Engineering	Building Inspection	-	100422-410500	S9999
Engineering	After-Hours Building Inspection	-	10042200-410500	M1093
	SUBTOTAL	\$ 16,337.69		
	City of Redondo Beach Subsidy	\$ (7,000)		
TOTAL DUE:		\$ 9,337.69		

Note: invoice based on estimated services--actuals may be higher.

Insurance/Waiver of Liability Cleared on: 2/12/24

Conditions of approval:

1. 20' fire lanes required throughout venue.
2. Redondo Beach Business Licensing requirements apply.
3. Temporary no parking signs must be posted starting 72 hours prior to the event taking effect. Permittee responsible for daily inspection of signs to ensure they have not been altered or removed. Temporary No Parking approval form must be filled out daily with photos: one up close and one long shot of the posted areas. Daily inspection approval and photos must be emailed to debra.langsdale@redondo.org and lorraine.ahunada@redondo.org.

**** All Health Department, ABC, and other governmental regulations must be obeyed ****

* For weekend/off-hour emergency contact list, call Police Front Desk: 310-379-2477.



FINAL Event Invoice

DATE: 19-Feb-25

415 Diamond Street, Redondo Beach, CA 90277

DATE OF EVENT: February 10-11, 2024
EVENT: Redondo Beach Super Bowl Sunday Run
SPONSOR: Redondo Beach Chamber of Commerce
ADDRESS/CITY: 514 N Prospect Ave #301, Redondo Beach, CA 90277
CONTACT: Dominik Knoll, 310-376-6911, ext 21

DEPARTMENT	DESCRIPTION	AMOUNT DUE
Business License	Business License Tax, \$34x1 day	-
Community Services	Special Event Processing Fee	\$ 55.00
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	\$ 686.00
Fire	Fire Inspection Fee	\$ -
Fire/Harbor Patrol	Fire Dept Standby - paramedic fee	\$ 1,252.52
Waterfront/Econ Dev	Tidelands Revenues	-
Waterfront/Econ Dev	Uplands Revenues	-
Police/Staffing	Police Fees/Staffing - 108 staff hrs	\$ 17,213.82
Police/Sound Variance	Sound Variance Permit	\$ 79.00
Police/Parking Enforcement	Parking Meter Fees 62 spaces x 4 hrs	\$ 372.00
Public Works	Street Maintenance & Staff	\$ 28,054.78
Community Services	Seaside Lagoon Reservation and Entrance Fee	\$ 16,935.00
	SUBTOTAL	\$ 64,648.12
City of Redondo Beach Subsidy		\$ (10,000)
TOTAL DUE:		\$54,648.12

Insurance/Waiver of Liability Cleared on: _____

Conditions of Approval:

1. City of Redondo Beach Building Department requirements apply.
2. ABC permit required.
3. See www.publichealth.lacounty.gov for food service requirements.
4. Fire lanes and exits must be maintained throughout event.
5. Temporary no parking signs must be posted starting 72 hours prior to the event taking effect. Permittee responsible for daily inspection of signs to ensure they have not been altered or removed. Temporary No Parking approval form must be filled out daily with photos: one up close and one long shot of the posted areas. Daily inspection approval and photos must be emailed to debra.langsdale@redondo.org and lorraine.ahunada@redondo.org.

**** All Health Department, ABC, and other governmental regulations must be obeyed ****

*** For weekend/off-hour emergency contact list, call Police Front Desk: 310-379-2477.**

CITY OF REDONDO BEACH Budget Response Report

#32

June 10, 2025

Question:

What was the cultural and entertainment rental activity at the RBPAC in FY 2024-25, and what rental activity is expected in FY 2025-26?

Response:

In FY 2024-25, the Redondo Beach Performing Arts Center (RBPAC) was utilized for 177 days. Of that total, it was used by fee-paying clients (renters) for 158 days and used without charge for City events/activities for the remaining 19 days. The 158 rental days include 48 unique clients and 71 unique events. Staff estimates total revenue for FY 2024-25 to be \$950,708. Some minor variability in the final revenue amount is expected due to differences in actual event duration, which impacts total charges billed for actual hours of facility use.

An additional nine days, encompassing six weekdays and three weekend days, were given to the North Redondo Beach Business Association (NRBBA) at no cost for its annual Springfest Carnival. This resulted in the City denying two separate rentals at a loss of revenue of approximately \$55,000.

The venue was also used for internal City events for 24 total days. These events were strategically scheduled to avoid revenue loss by selecting dates that were less desirable to potential renters.

Below is a comprehensive table detailing each activity held in the RBPAC throughout FY 2024-25. All indications point to similar show bookings and revenue for FY 2025-26.

DATE	USER	EVENT	EVENT TYPE	DAYS USED (M-TH)	DAYS USED (F-SU)	# of PERFORMANCES	REVENUE (\$)
July 2024 – January 2025	REI	Bicycle Safety Classes	Youth Class		20		2,500
7/11/24 & 2/25/25	South Bay Police Training Assoc.	Regional Police Training	Regional Police Training	2		2	1,600
7/13/24	Parris Entertainment, Inc.	World Dance Crews Championship	International Dance Competition		1	1	10,255

DATE	USER	EVENT	EVENT TYPE	DAYS USED (M-TH)	DAYS USED (F-SU)	# of PERFORMANCES	REVENUE (\$)
7/16-20/24	Kross-Kulture Musical	God of Kross Kulture	World Music Concert	3	2	1	11,703
7/21/24	American Cancer Society	Relay for Life Car Show	Classic Car Show		1	1	1,000
7/24-27/24	Insider Entertainment Group	Star Makers International	Talent Show	2	2	2	26,285
8/23/24	Elvis Show So Cal	Dean Z	Tribute Concert		1		9,171
9/15/25	Shakti School of Bharata Natyam	Shakti Nostalgia	Indian Classical Dance		1	1	8,196
9/9-10 & 12-14/24	Nuestras Raices	Noche Mexicana	Mexican Folkloric Dance	3	2	1	14,368
10/11-12/24	Dakshini Bengali Association	Prashmita Paul & Richa Sharma in Concert	Indian Cult. Concerts		2	2	19,014
10/17 thru 5/5/25	Swan Productions, LLC	Distinguished Speaker Series	Season of 6 Speaking Presentations	6		6	28,873
10/21 & 23-27/24	Redondo Ballet Company	Through The Pages	Youth Ballet	3	3	2	24,979
11/8/24	OHO Productions	Anubhav Singh Bassi	Indian Standup Comedy		1	1	8,770
11/14-16/24	Virgelia Productions	Miss/Mrs./Miss Teen Latina Global, Asia, Europe	Beauty Pageants	1	2	1	21,132
11/21-22/24	Calas Park Volunteer Association	La Vida Es Una Fiesta	Mexican Folkloric Dance	1	1	1	9,526
11/24/24	Japan America Soccer Assoc.	Dance, Dance, Dance!	Japanese Dance Concert		1	1	7,460
11/29/24	Reaching Educational Milestones	Ultimate Tribute Show	R&B Tribute Concert		1	1	8,233
12/1-8/24	Debbie Allen Dance Academy	Hot Chocolate Nutcracker	Christmas Show	5	3	10	80,557

DATE	USER	EVENT	EVENT TYPE	DAYS USED (M-TH)	DAYS USED (F-SU)	# of PERFORMANCES	REVENUE (\$)
12/17-18/24	St. Anastasia Elementary School	Annual Christmas Pageant	Elementary Christmas Show	2		1	8,314
12/19/24	Dance1	2025 Winter Recital	Dance Recital	1		1	6,788
12/20/24	Golden State Pops Orchestra	Holiday Pops Spectacular	Christmas Concert		1	1	9,646
1/4-12/25	Encore Theatre Group	Charlie and the Chocolate Factory	Community Theater Musical	4	5		47,369
1/18-19/25	Kala Koa Entertainment	So Cal Slack Key Festival	Hawaiian Concert		2	2	13,304
1/24-26/25	Starbound Dance Competition	Starbound National Talent Competition	Dance Competition		3	3	39,962
2/1/25	Reaching Ed. Milestones	Music 4 The Soul	R&B Concert		1	1	6,683
2/2/25	Culture Shock LA	Vibe Jrs. Hip Hop	Dance Competition		1	1	9,612
2/8/24	Leap Dance Competition	2025 Leap Dance	Dance Competition		1	1	13,458
2/13/25	Reaching Educational Milestones	Pre-Valentine Day Soul & Blues	Soul & Blues Concert	1		1	5,840
2/14-16/25	Gravit8 Dance Competition	2024 Dance Competition	Dance Competition		3	2	24,179
2/22/25	Flypoet Entertainment	Flypoet Classic Slam	Poetry Competition		1	1	9,158
2/24 & 26-28 & 3/1-2/25	Redondo Ballet Company	Snow Queen	Youth Ballet	3	3	2	25,132
3/6/25	Northrop Grumman Management Club	Dinner/Meeting with Standup Comedy	Dinner/Club Meeting	1		1	4,909
3/7-9/24	School of Dance and Music	Le Corsaire	Youth Ballet		2	1	12,851
3/12-16/25	Hall of Fame Dance Competition	Hall of Fame Dance Challenge	Dance Competition	2	3	4	58,288

DATE	USER	EVENT	EVENT TYPE	DAYS USED (M-TH)	DAYS USED (F-SU)	# of PERFORMANCES	REVENUE (\$)
3/28-30/25	Las Vegas Dance Starz	2025 Thunderstruck Dance	Dance Competition		3	3	34,474
4/3-6/25	Spotlight Dance Competition	Spotlight Dance Cup	Dance Competition	1	3	3	42,790
4/7-14/25	Living Art Productions	Living Art Experience	Easter Art Live Models Tableaux w/Orchestra	5	3	1	30,721
4/25-26/25	NDM Bollywood Dance	Parivaar	2025 Bollywood Dance Recitals		2	2	15,808
4/27/25	Soroptimists Int'l. MB	Women's Voices Now/Girls Voices Now	Women & Girls Short Film Festival		1	1	1,500
5/2-4/25	Starbound Dance Competition	Starbound National Talent Competition	Dance Competition		3	3	39,962
5/10/25	Hoffman Murphy Real Estate	Document Shred Event	Docs. Shred Event		1	1	300
5/10 & 6/13-14/25	Fifth Row Center Performing Arts	2025 Recital	Dance Recital	1	2	1	21,125
5/11/25	Reaching Educational Milestones	A Mother's Day Serenade	Dinner & R&B Tribute Concert		1	1	6,048
5/15-18/25	Kids Artistic Revue	KAR Dance Competition	Dance Competition	1	3	3	55,227
5/23-25/25	Angel City Chorale	People Get Ready	Choir Concert		3	1	17,869
5/31 & 6/1-8/25	School of Dance and Music	The Party's Just Begun	Dance Recital	4	4	10	34,768
6/9-10/25	Alliance Neuwirth HS	2025 Commencement	HS Graduation	2		1	9,221
6/11/25	Alliance Collins Family HS & Alliance Bloomfield HS	2025 Commencements	HS Graduation	1		2	10,727
6/10/25	Alliance Virgil Roberts MS	2025 Culmination	MS Graduation	1		1	5,760

DATE	USER	EVENT	EVENT TYPE	DAYS USED (M-TH)	DAYS USED (F-SU)	# of PERFORMANCES	REVENUE (\$)
6/12/25	Hawthorne M&S Academy HS	2025 Commencement	HS Graduation	1		1	9,651
6/15/25	Tasty Hawaiian	Kapena & Friends	Hawaiian Concert		1	1	12,174
6/28/25	1Love	Father's Day: Ronnie Laws	Jazz Sax Concert		1	1	13,468
TOTALS				57	101	94	\$950,708

DATE	USER	EVENT	EVENT TYPE	DAYS USED (M-TH)	DAYS USED (F-SU)	# of PERFORMANCES	REVENUE
3/17-24/25	NRBBA	Springfest	Community Carnival	6	3	4	FEE WAIVED

Springfest resulted in the loss of \$55,000 in potential revenue from two dance competitions during these dates.

DATE	USER	EVENT	EVENT TYPE	DAYS USED (M-TH)	DAYS USED (F-SU)	# of PERFORMANCES	REVENUE
Various	Council District 5	District Meetings	City Community	3		3	
Various	Public Works	Training Sessions	City – Internal	6			
Various	PW/Athens Event	Hazardous Waste/ Shredding/ Compost	City Community	5			
	Rbfd	Fire Department Training	City – Internal	1		1	
	Rbpd	Police Awards Ceremony	City – Internal	1		1	
	Rbpd	National Night Out	Community Fair		1	1	
Various	Human Resources/ Rbpd	Police Candidates Testing	City – Internal	3			
4/21/24	Community Services Seniors/Family Services	Volunteers Appreciation Luncheon	City – Internal	1		1	
12/9/24	Community Services	SFS Christmas Party	City – Internal	1		1	

DATE	USER	EVENT	EVENT TYPE	DAYS USED (M-TH)	DAYS USED (F-SU)	# of PERFORM ANCES	REVENUE (\$)
	Seniors/Fa mily Services						
9/4-5/24	Community Services Seniors/Fa mily Services	Senior Health Fair	City – Internal	2		1	
TOTALS				23	1	9	

CITY OF REDONDO BEACH
Budget Response Report**#33****June 10, 2025****Question:**

Can an additional fee (surcharge) for use of the Redondo Beach Performing Arts Center (RBPAC) be implemented to fund facility upgrades?

Response:

The City's Master Fee Schedule includes several cost-recovery fees associated with use of the Redondo Beach Performing Arts Center (RBPAC), such as an Administrative Fee, Application Fee, Lamp Use Recharge Fee, and others. The proposed FY 2025-26 Budget includes a 3% annual increase in commercial rental rates for the RBPAC over the next three years, along with a 5% annual increase in nonprofit rates over the same period. If approved, these adjustments are projected to generate approximately \$13,000 in additional rental revenue in the coming fiscal year.

To date, the RBPAC has not established a specific fee to support facility upgrades or general upkeep. The introduction of a surcharge is now under consideration. Below are projected annual revenues based on various surcharge rates:

2% of Total Fees	3% of Total of Fees	5% of Total Fees
\$20,110	\$30,165	\$50,276

Should the City Council wish to proceed with implementing a surcharge, staff recommends implementing a 3% surcharge. This would begin to address the need to generate funds for facility maintenance while also being mindful of the proposed rental rate increases and the impact the new fee would have on long-standing user groups, particularly nonprofit organizations.

Revenue generated from this surcharge could be designated for capital replacement and facility improvements, with unused funds rolling over annually until sufficient resources are available to address significant facility maintenance items and upgrades. This approach would enable proactive, long-term facility planning and support the long-term excellence and functionality of the RBPAC.

CITY OF REDONDO BEACH

Budget Response Report

#34

June 3, 2025

Question:

What is the cost for an additional Economic Development staff member?

Response:

The Waterfront and Economic Development Department was asked to identify the cost to hire an Economic Development Manager. The City has an existing job class specification for an Economic Development Manager and the salary range for the position is \$92,340 to \$128,988 annually. Including fringe benefits, the total compensation package for the position ranges from \$138,588 to \$183,064. The minimum qualifications for applicants of the Economic Development Manager position are a bachelor's degree in a related field and three years of experience in economic development or municipal planning.

Alternatively, the City could hire a more junior Economic Development position, such as an Economic Development Associate/Specialist. The minimum qualifications for the position are a bachelor's degree in a related field and one year of work experience in redevelopment, economic development, or real estate. The City has an existing job class specification for an Economic Development Associate and the salary range for the position is \$75,336 to \$104,976 annually. Including fringe benefits, the total compensation for the position would range from \$117,952 to \$153,923.

When looking at current open Economic Development Manager positions and Economic Development Specialist positions available in other jurisdictions, the salaries for the Redondo Beach positions fall within a reasonable range compared to those offered in Ventura, Los Angeles, and Orange Counties.

CITY OF REDONDO BEACH

Budget Response Report

#35

June 3, 2025

Question:

What is the cost to create a sensory room in the Public Library?

Response:

The addition of a sensory room aligns with Redondo Beach Public Library's mission to be a welcoming atmosphere to meet the information, educational, recreational, and cultural needs of all Library users.

A sensory room at a public library is a thoughtfully designed, calming space that offers a range of sensory experiences to support individuals of all ages, especially those with sensory processing needs such as autism, ADHD, or anxiety. Sensory rooms are being increasingly introduced in a wide range of public spaces, and libraries are incorporating sensory rooms to create more inclusive and welcoming spaces for all patrons. Rooms are made available for use by children, teens, and adults with sensory needs and are monitored and scheduled by staff.

Planning a sensory room in a public library requires careful consideration to ensure it is inclusive, functional, and supportive of diverse sensory needs. Key factors include selecting a quiet, low-traffic location within the library to minimize external noise and distractions. The room should be designed with flexible lighting options, such as dimmable or natural light, and soundproofing elements to create a calming atmosphere. Furniture and equipment—like soft seating, tactile panels, weighted blankets, and fidget tools—should accommodate a range of sensory preferences, from soothing to stimulating. Accessibility is crucial, so the layout must be wheelchair-friendly, with lever-style handles instead of knobs. Additionally, library staff should receive training on how to accommodate neurodivergent patrons and maintain the room as a respectful, welcoming space for all.

Considerations:

Atmosphere & Lighting

- Soft, dimmable lighting replaces harsh fluorescents—often with LED color-changing lights or fiber optic strands that gently shift hues
- The space feels quiet and cocooned, often with acoustic wall panels or soft furnishings to absorb sound

Furniture & Layout

- Comfortable seating includes bean bags, rocking chairs, floor cushions, or pod chairs that offer a feeling of enclosure
- The layout is open yet cozy, with defined zones for different activities (calming, interactive, reading, etc.)
- Shelves may house sensory-friendly books, including tactile and high-contrast picture books

Sensory Tools & Features

- Fidget toys, stress balls, textured tiles, and sensory bins with sand, beads, or rice are available for tactile engagement
- Weighted blankets or lap pads offer proprioceptive input for grounding and relaxation
- Some rooms feature bubble tubes, interactive light panels, or projection systems that display stars, clouds, or underwater scenes

Sound & Audio

- Acoustic panels can absorb ambient noise, reducing echoes and reverberations within the room. This helps create a more predictable and peaceful auditory environment
- A white noise machine or soft background music may play to create a soothing audio environment

Policies

- Sign-up system or time limits to manage capacity and ensure equitable time
- Orientation for first-time users
- Clear code of conduct for respectful use

The cost of designing and building a custom sensory room can range significantly, from several thousand to tens of thousands of dollars, based on multiple variables. Key factors influencing the total cost include the room's dimensions, the complexity and sophistication of the sensory equipment and technology, the selection of materials, and the geographical location of the project. The specific integration of sensory stimuli, such as lighting, sound systems, tactile surfaces, and interactive components, also contributes to the final price. On average, a custom sensory room can cost anywhere from \$25,000 to \$50,000 or more, depending on these considerations. These estimates are based on preliminary research, and more time would be needed to accurately predict total costs.

Two scalable options are provided below: a small (approx. 100 sq. ft.) and a moderate-sized (approx. 200-250 sq. ft.) sensory room.

Category	Small Room	Moderate Room
Remodeling & Construction	\$15,000	\$35,000
Equipment & Supplies	\$6,000	\$8,000
Installation & Setup	\$4,000	\$7,000
Total	\$25,000	\$50,000

Funding for a sensory room could come from a variety of sources. Libraries often seek local, state, or federal grants that support accessibility, inclusion, or public health initiatives. Private foundations, particularly those focused on neurodiversity, education, or disability advocacy, may also provide targeted funding. Additionally, community-based efforts, such as the Friends of the Redondo Beach Public Library, can potentially generate financial support. A combination of these sources can also help to ensure sustainable funding for both the creation and maintenance of the sensory room.

Staff recommends further investigation into the possible addition of a sensory room at the Library. This approach will ensure that the Library makes an informed decision based on real community needs, identifies appropriate furniture and equipment, and investigates how to use limited public library space effectively. It also allows staff the time to identify any specific design standards or guidelines that are applicable to sensory rooms and explore potential funding sources.

CITY OF REDONDO BEACH

Budget Response Report

#36

June 3, 2025

Question:

What is the cost to repaint the King Harbor entryway (at PCH) sign poles and to replace the plastic sign face/logo?

Response:

The estimated cost to repaint the King Harbor sign is \$69,600, including materials and labor, which is currently funded through Capital Improvement Project #41400, which has a \$74,000 appropriation. This cost does not include complete paint stripping, which is not expected to be necessary, and is an unknown cost. The re-painting process would include one coat of rust preventative coating on visibly rusted areas, followed by two coats of epoxy primer and one coat of epoxy polymer paint. Additionally, \$20,000 would be needed to accommodate seven days of traffic control, which is the anticipated length of time needed to complete the work.

The cost to replace the translucent sign panels, add the new City logo (or update the existing logo), and refresh the wording, “REDONDO BEACH, KING HARBOR”, would be \$60,000. This includes the removal of each panel, the fabrication of each individual panel offsite, and the installation of the new panels. Staff recommends budgeting for replacement of all panels at one time for aesthetics and because the removal of one panel may necessitate the removal of others. Aesthetically, replacing the panels during the painting project is ideal as it is easier and faster to paint the sign poles and exterior with the panels removed and the fresh paint may highlight the deteriorated condition of the sign panels, leaving an uneven, and potentially disappointing end result. To include this work in the project, \$60,000 of funding would need to be identified to supplement the existing \$74,000 budget.



CITY OF REDONDO BEACH
Budget Response Report**#37****June 10, 2025****Question:**

What projects have received funding from the John Parsons Public Art Fund, and what amount remains unallocated and available in the fund?

Response:

The City Council has allocated a little more than \$1.1M from the John Parsons Public Art Fund (JPPAF) to be used for various public art installations throughout the City. The following projects are included:

Name of Project	FY25 Approved Budget
“Gate Wave” (Re-located Transit Center Sculpture to be installed at Gateway Park)***	\$275,000
“Sea Chatter” (Gertruda Ave. Mural)**	\$125,000
“Skate Waves” (Pier Skatepark Mural)	\$75,000
The Esplanade	\$100,000
Transit Center	\$75,000
ARTesia Public Art Project	\$450,000
Big Lots Mural	No Funds Allocated
Lilienthal Street	No Funds Allocated
Utility Box Art Wraps* (5 approved by Cultural Arts Commission, est. \$10,500)	\$10,500*
TOTAL ENCUMBERED	\$1,110,500

* The Cultural Arts Commission selected five artist submissions for the Utility Box Art Wrap program at its January 22, 2025 meeting. Currently, the contracts with the artists are being reviewed as to form by the City Attorney’s Office. When completed, the five contracts will be submitted to City Council for approval for a total estimated cost of \$10,500. If approved, the costs would be deducted from the remaining JPPAF balance identified below.

** The contract with the “Sea Chatter” artist has been approved by Council. The start time for the project has been delayed due to a family illness.

**** The Gate Wave project site has been determined according to the location of the underground utilities in Gateway Parkette. The site will allow for a full-size installation, per the original design. The contract with the artist for installation is in development.*

Additional deposits have recently been collected, resulting in a total of \$74,272 in available, unallocated project funds. This amount reflects the deduction of the 5% mandatory set-aside for ongoing project maintenance, as required by the City's Public Art Ordinance (RBMC 10-6.10). When including the Utility Box Art Wrap contracts, the remaining unallocated JPPAF balance is a little under \$64,000.

CITY OF REDONDO BEACH

Budget Response Report

#38

June 3, 2025

Question:

What is the cost to replace the flags above International Boardwalk with new City/Pier branding?

Response:

The Redondo Beach Pier has 22 flag poles, with each displaying a colored flag. The existing flags could be replaced with new 4 foot by 6 foot white flags featuring the City of Redondo Beach logo. Each flag would display a 24-inch full color City of Redondo Beach logo on both sides. The flags would need to be replaced every six months due to exposure to coastal wind and sun, or unanticipated damage. Each flag costs \$200 and the vendor requires a minimum order of 50 flags, so the upfront cost of replacing the flags with the branded flags would be \$10,000.

The \$10,000 purchase would cover the replacement of all 22 flags on the Pier with the new City-branded flags for one year, leaving 6 reserve flags. Alternatively, the City could choose to replace only half of the flags this year, allowing the \$10,000 purchase to cover the replacement of half of the flags over a two year period.

CITY OF REDONDO BEACH

Budget Response Report

#39

June 3, 2025

Question:

How did the City's current pension unfunded accrued liability (UAL) develop following the 2021 UAL payoff using lease revenue bonds?

Response:

The City's unfunded accrued liability, or UAL, represents the difference between the value of contributions towards retirement and the anticipated amount needed to cover these commitments. CalPERS annual contribution rates are set so that when/if annual investment returns equal the target level, or "discount rate", and actual plan benefits and member experience match actuarial assumptions, the normal annual contributions from member agencies and employees fully cover the future value of benefits. Unfunded liability develops when the actual experience and/or investment returns underperform expectations. Conversely, if investment returns and/or experience outperform assumptions, this results in increased value of contributions and has a positive impact on unfunded liability.

Each year's performance is assessed individually and amortized over a 20-year period. Thus, any single year's unfunded liability reflects the most recent year's investment and plan experience, combined with the ongoing amortization of prior years until each reaches the end of its 20-year term. The City can experience an annual increase in liability following a positive investment year as the single-year positive return is only one part of the unfunded liability calculation.

The City paid off its entire unfunded liability through lease revenue bonds in 2021. The new (current) unfunded liability reflects investment returns and plan experience since that time. The current unfunded liability is almost entirely due to the impact of FY 2021-22 negative investment returns: which resulted in a negative 6.1% return compared to a positive 6.8% target. At that time, because of the payoff, the City had an unusually large pool of assets exposed to the loss.

The attachment shows the City's unfunded accrued liability with investment returns, an example from the miscellaneous plan actuarial report showing the development of unfunded liability, and a summary of what contributed to the most recent year-over-year increase in unfunded liability.

The most recent valuation projects the City's FY 2026-27 unfunded accrued liability payment at \$4.3 million, similar to the FY 2025-26 estimate, assuming plan and

investment performance remain consistent with anticipated amounts. The final calculation, based on actuals, will likely differ from that number; at a minimum, it will reflect the positive impact of the FY 2023-24 9.3% investment returns. The City will receive this valuation in July or August of 2025.

Attachment: CalPERS UAL Summary Slides (from Budget and Finance Commission presentation on September 12, 2024)

Returns & UAL

Fiscal Year	CalPERS Investment Return	Valuation Date	UAL Payment Year	UAL	Notes
2010-11	21.7%	6/30/2012	FY 2013-14	110,497,727	
2011-12	0.1%	6/30/2013	FY 2014-15	132,733,669	
2012-13	13.2%	6/30/2014	FY 2015-16	119,722,222	
2013-14	18.4%	6/30/2015	FY 2016-17	115,941,505	
2014-15	4.8%	6/30/2016	FY 2017-18	137,483,684	
2015-16	0.6%	6/30/2017	FY 2018-19	174,162,856	
2016-17	11.2%	6/30/2018	FY 2019-20	173,854,333	
2017-18	8.6%	6/30/2019	FY 2020-21	202,395,183	
2018-19	6.7%	6/30/2020	FY 2021-22	208,715,529	
2019-20	4.7%	6/30/2021	FY 2022-23	218,668,761	
2020-21	21.3%	6/30/2022	FY 2023-24	163,400,593	UAL decrease from prior year reflects 21.3% return
2021-22	-6.1%	6/30/2023	FY 2024-25	42,545,878	Payoff made 7/15/21; UAL = \$0 as of 9/21 Final UAL reflects -6.1% impact on large asset pool
2022-23	5.8%	6/30/2024	FY 2025-26	58,034,065	Adds 5.8% investment return & FY 22-23 experience impact to UAL
2023-24	9.3%	6/30/2025	FY 2026-27	TBD	Will include impact of 9.3% return

- The City's next actuarial report (July/ August 2025) will reflect 2023-24 investment returns
- FY 2026-27 projected payment is \$4.2 million. This will change based on actual experience.

FY 2025–26 UAL Calculation

Breakdown of \$12.8M UAL in most recent valuation (Miscellaneous)

Reason for Base	Date Est.	Ramp Level 2025-26	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/23	Expected Payment 2023-24	Balance 6/30/24	Expected Payment 2024-25	Balance 6/30/25	Minimum Required Payment 2025-26
1 Benefit Change	6/30/22	No Ramp		0.00%	19	366,450	(4,136)	395,643	35,578	385,779	35,578
2 Non-Investment (Gain)/Loss	6/30/22	No Ramp		0.00%	19	(751,906)	0	(803,036)	(72,212)	(783,016)	(72,212)
3 Partial Fresh Start	6/30/22	40%	Up Only	0.00%	19	11,988,352	0	12,803,560	275,209	13,389,790	550,417
4 Investment (Gain)/Loss	6/30/23	20%	Up Only	0.00%	20	1,846,498	0	1,972,060	0	2,106,160	45,271
5 Non-Investment (Gain)/Loss	6/30/23	No Ramp		0.00%	20	(680,338)	0	(726,601)	0	(776,010)	(69,782)
Total						12,769,056	(4,136)	13,641,626	238,575	14,322,703	489,272

- 1 & 2 Prior year non-investment experience: second year of 20-year amortization; non-investment gain due to favorable experience vs. expectations offsets increase related to benefit change
- 3 Prior year investment experience: second year of 20-year amortization – reflects large FY 21–22 investment loss
- 4 & 5 Most recent experience: first year of amortization: investment loss offset by non-investment gain

Annual UAL includes impact of gains and losses over time

FY 2025–26 UAL: Detail vs. Prior Year

Reason	Date Established	Miscellaneous			Safety			TOTAL		
		FY 24-25	FY 25-26	Delta	FY 24-25	FY 25-26	Delta	FY 24-25	FY 25-26	Delta
		Prior Valuation (data 6/30/22)	Current Valuation (data 6/30/23)		Prior Valuation (data 6/30/22)	Current Valuation (data 6/30/23)		Prior Valuation (data 6/30/22)	Current Valuation (data 6/30/23)	
Benefit Change	6/30/2022	339,225	366,450	27,225	168,350	181,809	13,459	507,575	548,259	40,684
Non-Investment (Gain)/ Loss	6/30/2022	-704,032	-751,906	-47,874	4,099,853	4,378,643	278,790	3,395,821	3,626,737	230,916
Investment (Gain)/ Loss*	6/30/2022	10,946,441	11,988,352	1,041,911	27,696,041	30,107,104	2,411,063	38,642,482	42,095,456	3,452,974
Investment (Gain)/ Loss	6/30/2023		1,846,498	1,846,498		3,294,962	3,294,962	-	5,141,460	5,141,460
Non-Investment (Gain)/ Loss	6/30/2023		-680,338	-680,338		7,302,491	7,302,491	-	6,622,153	6,622,153
UAL TOTAL		10,581,634	12,769,056	2,187,422	31,964,244	45,265,009	13,300,765	42,545,878	58,034,065	15,488,187

* Called Partial Fresh Start in valuation – this is essentially investment experience. The sum of 6/30/21 UAL balance + 6/30/22 investment loss

What makes up FY 2025–26 UAL increase?

- Amortization of prior year investment losses (\$3.5 million)
- Most recent investment returns 1% below target (\$5.1 million)
- Public Safety member experience > expectations (\$7.3 million)



CITY OF REDONDO BEACH Budget Response Report

#40

June 3, 2025

Question:

Can the City add parking meters on Herondo Street, west of Francisca Ave.? What is the cost for installation, if so, and what additional revenue would be estimated as a result of the implementation? Can some of the spaces be used to create an additional vehicle lane to assist with east bound traffic throughput at PCH?

Response:

Additional Parking Meters on Herondo Street



There are a total of 82 angled parking spaces Along Herondo Street between PCH and N Francisca Avenue. There are 36 spaces on the North side, and 46 spaces on the South side. The cost to install new meters in this area is broken down as follows.

North Side Herondo Street				South Side Herondo Street			
Parking Meters	Unit Price	Quantity	Total	Parking Meters	Unit Price	Quantity	Total
Double-Space Meters	\$823	18	\$14,814	Double-Space Meters	\$823	23	\$18,929
Poles and bases	\$230	18	\$4,140	Poles and bases	\$230	23	\$5,290
Installation			\$5,000	Installation			\$6,700
One-Time Costs			\$23,954	One-Time Costs			\$30,919
Total One-Time Cost:				\$54,873			

North Side Herondo Street				South Side Herondo Street			
Ongoing				Ongoing			
Annual Costs	Unit Price	Quantity	Total	Annual Costs	Unit Price	Quantity	Total
Connectivity fees	\$10/mo	18	\$2,160	Connectivity fees	\$10/mo	23	\$2,760
Estimated Credit Card Transaction Fees			\$5,833	Estimated Credit Card Transaction Fees			\$7,452
On-going Costs			\$7,993	On-going Costs			\$10,212
Total On-going Annual Cost:				\$18,205			

To support these one-time, and ongoing, expenditures, additional funding would need to be added to the Police Department's FY 2025-26 operating budget.

Among the various parking meter areas, Herondo Street and Francisca Avenue have the lowest usage. However, this could be attributed to the fact that the parking spaces east of Francisca are not metered, so visitors can easily opt for the nearby free parking option.

Taking a conservative approach, assuming a 30-50% utilization rate (up to 41 spaces) during daily peak usage (~10 hours), with the new parking meter rate of \$2.00/hour starting July 1, 2025, the estimated revenue for FY 2025-26 would be \$87,600 (taking into account the time needed to order and install the equipment), and could potentially range between \$175,200 and \$299,300 annually moving forward. Below is a sampling of scenarios considered by staff.

Utilization	Peak Use (10 hours)	Parking Rate \$2.00/hr	Annual Revenue (365 days)
25% - 20 meters	200 hours	\$400 daily	\$146,000
30% - 24 meters	240 hours	\$480 daily	\$175,200
50% - 41 meters	410 hours	\$820 daily	\$299,300
75% - 61 meters	610 hours	\$1,220 daily	\$445,300
100% - 82 meters	820 hours	\$1,640 daily	\$598,600

Lastly, adding parking meters to this area would require approval of a Coastal Development Permit, California Environmental Quality Act (CEQA) Exemption Declaration, and adoption of an ordinance amending RBMC Section 3-6.03 to establish parking meter rates for this portion of Herondo Street.

Addition of a second eastbound through lane at PCH

Currently, the eastbound approach of Herondo Street at PCH provides one left-turn lane, one through lane, one Class II bicycle lane, and one right-turn lane. It has been observed that the single eastbound through lane experiences lower than typical throughput at certain times due to a variety of factors, including abnormally high volumes during beach and harbor peak usage, and distracted driving as a result of a long signal cycle.

Eastbound through traffic volumes on Herondo typically do not reach commonly accepted thresholds to warrant adding a second through lane for the entire block. However, the long signal cycle length at PCH, combined with peak volume anomalies and distracted driving, does at times result in long queues that do not always clear in a single cycle. Providing a second, 120-foot long through lane at the intersection would provide additional space to clear queued vehicles without removing any existing parking. This could be achieved without removing the bicycle lane by combining the right-turn lane with the second through lane. This would not require reconstructing curbs, but rather lane striping and traffic detection loop changes, subject to Caltrans approval. Since eastbound right-turns on red are already prohibited and eastbound right-turn volumes are low, a dedicated right-turn lane in addition to a second through lane is not warranted. Those movements could be shared with a second through approach lane. A longer second

through lane, that is extending its beginning westward, could be added for an incrementally low cost of installation, but up to nine parking spaces would need to be removed to facilitate the change.

The cost to modify the striping and traffic loops for the eastbound Herondo approach at PCH is unknown at this time, as a configuration change that adds vehicular throughput may require CEQA environmental analyses. The construction cost to perform this change, subject to Caltrans' approval, is approximately \$100,000. This includes slurry sealing the eastbound approach, restriping the lanes, and reinstalling the traffic detection loops to Caltrans' specifications.

CITY OF REDONDO BEACH Budget Response Report

#41

June 3, 2025

Question:

What is the cost to replace light pole banner hardware in Riviera Village?

Response:

There are 80 street light poles in Riviera Village that feature brackets to hold decorative banners to promote various community events. The estimated cost to replace the brackets is as follows:

Hardware (\$250 per set x 80 sets)	\$20,000
<u>Labor</u>	<u>\$21,000</u>
Total	\$41,000

The labor cost is based on a two-person City crew working overtime for two weeks.



CITY OF REDONDO BEACH

Budget Response Report

#42

June 10, 2025

Question:

What are the costs of installing and maintaining LED string lights on the trees in the Artesia Blvd. median?

Response:

The North Redondo Beach Business Association (NRBBA) has proposed a “Light Up Artesia Blvd 2025” Program to display holiday lighting on trees along Artesia Blvd, from Inglewood Ave to Aviation Blvd, for the period October to January. In order to wrap all 72 trees with holiday lights, approximately 1,920 LED light stringers at \$16.50 per stringer would be needed, costing a total of \$31,680. Electrical adapters, cords, and supplies would also be required for a cost of \$1,865. Labor to install and remove the lights, including worker’s compensation insurance, is estimated to be \$39,450. Additionally, the City would have the option to add a maintenance plan for \$2,750. Under this plan, if included, the contractor would inspect and maintain the lighting system every 2 weeks from late October to January. The contractor also offers lighting and equipment storage for a fee of \$750, if desired, for off-season materials storage.

The total cost breakdown for the identified materials and labor services needed for the “Light Up Artesia Blvd 2025” Program is as follows:

Light stringers	\$	31,680.00
Electrical supplies	\$	1,865.00
Labor	\$	39,450.00
Maintenance	\$	2,750.00
Storage	\$	750.00
Sales Tax	\$	3,438.36
Shipping	\$	3,350.00
TOTAL	\$	83,283.36

Staff estimates the proposed Light Up Artesia Blvd 2025 Program would cost roughly \$83,000. Beyond the 2025 holiday season, the ongoing annual expenses, including labor for installation and removal, maintenance, and storage, are approximately \$42,950. The NRBBA proposes to assume financial responsibility starting in 2026, with the hope that the City covers the original \$83,000 to initiate and run the program in 2025.

DATE: 4/24/25

Mickey Johnson
President, NRBBA



TREE LIGHTING PROPOSAL

DESCRIPTION:

Installation and removal of LED light stringers on trees on Artesia Blvd in Redondo beach, ca. Includes 72 trees from Inglewood Blvd to Aviation Blvd. Trees to wrapped up to 12ft in height from tall ladders.

Tree counts:

29 – Pine trees – Main trunk to be wrapped

22 – Strawberry trees - Trunks and all arms to be wrapped

21 - Eucalyptus Trees – Main trunk to be wrapped

Light stringers

All trees to be wrapped with New 50 light LED light stringers. Colors to be warm white, Teal, Yellow, Pink, red, Blue. Final color choices to be determined.

1,920 stringers needed. \$16.50 per stringer

Total \$31,680.00

Electrical supplies

Electrical adapters, cords and supplies for above lighting package

Total \$1,865.00

Installation and removal Labor

Total Labor \$26,450.00

Included

Pricing includes 5 million dollars in Liability Insurance and California Workers Compensation Insurance.

Includes Labor, necessary basic tools, and supplies as needed for project

Client to provide all electrical power needed and in good working condition for items requiring power.

Client to secure any permitting as needed.

TOTALS FROM ABOVE:

Materials \$33,545.00
Labor \$39,450.00
Sales tax \$3,438.36
Shipping \$3,350.00
TOTAL \$79,783.36

ADDITIONAL OPTIONS

Maintenance plan

Optional maintenance plan whereas M&M Display will maintain the lighting package for the season from Late October to January. Once every 14 days our team will inspect the lights and client's electrical outlets.

Client responsible for any plugs tampered with by general public.

Does not include any lighting not installed by M&M Display Inc.

Total \$2,750.00

Storage

Storing of client's lights annually from January to October.

Pricing is per year.

Total \$750.00

Terms:

50% Due at signing

25% Due at Installation

25% Due upon removal

NOTE: Please note that materials may be subject to a tariff fee if regulated by the federal government at time of purchase.

I agree to the following terms and conditions of the above agreement.

X _____
Signature

X _____
Print Name



LIGHT UP ATRESIA BLVD 2025

Holiday tree lighting for the
City of Redondo beach

ARTESIA BLVD TREE STYLES AND COLORS

M&M
display inc.



TREE LIGHTING TO MIMIC OCEAN VIBES AND CORAL



WE APPRECIATE YOU

M&M
display inc.

Thank you for this opportunity to provide lighting, décor and service to your team. We value our partnership and look forward to your remarks. As always please feel free to contact us directly to discuss.



4

CITY OF REDONDO BEACH Budget Response Report

#43

June 10, 2025

Question:

What is the fiscal impact of staffing the current 27 Crossing Guard locations in the City, plus two additional locations at the Greenbelt pedestrian crossing on Artesia and at the intersection of Inglewood and Grant Avenues? What do neighboring cities and school districts contribute to crossing guard services?

Response:

Crossing guards offer a valuable community service by ensuring safety for students who walk to and from various school locations in Redondo Beach each day. The Crossing Guard program is managed by the Special Operations Bureau of the Police Department. As part of the FY 24-25 Budget, City Council approved crossing guard staffing for 27 locations identified as pedestrian crossing areas in close proximity to schools, as noted below. District maps of the locations are included in Attachment B of this BRR. Of the 27 crossing guard locations, 17 are immediately adjacent to an RBUSD school site, and one (1) is adjacent to the St. Lawrence Martyr private school. They are italicized below.

<u>LINCOLN ELEMENTARY</u> <i>Robinson & Vail</i> <i>Rindge & Plant</i>	<u>JEFFERSON ELEMENTARY</u> <i>Harkness & Morgan</i> <i>Harkness & Carlson</i> <i>Flagler & Morgan</i> <i>Flagler & Havemeyer</i>
<u>MADISON ELEMENTARY</u> <i>Mackay & Nelson</i>	<u>BERYL HEIGHTS ELEMENTARY</u> <i>Beryl & Maria</i> Beryl & Prospect
<u>BIRNEY ELEMENTARY</u> <i>Grant & Green</i> Aviation & Grant	<u>ALTA VISTA ELEMENTARY</u> <i>Camino Real & Prospect</i> <i>Knob Hill & Julia</i> <i>Julia & Serpentine</i> <i>Knob Hill & Prospect</i>
<u>ADAMS & WASHINGTON K-8th</u> Felton & Grant <i>Felton & Ripley</i> <i>Lilienthal & Ripley</i> 182 nd & Inglewood Lilienthal & Ralston Inglewood & Ralston	<u>PARRAS MIDDLE SCHOOL</u> <i>Emerald & Lucia</i> <i>Vincent & Lucia</i>
<u>TULITA ELEMENTARY</u> Palos Verdes & Prospect Palos Verdes & Helberta <i>Helberta & Prospect</i>	<u>ST. LAWRENCE MARTYR K-8th</u> <i>Prospect & Ave G</i>

Crossing Guard Services

Part-time City employed Crossing Guards are hired through the Police Department, along with the use of contract services to bridge gaps in coverage. Should vacant locations happen to occur due to an absence, personnel from other areas of the Police Department, such as Municipal Services or Code Enforcement, are diverted from their primary assignment to assist with coverage.

Historically, there has been difficulty in hiring, retaining, and consistently filling part-time crossing guard positions based on the limited candidate pool. During FY 2022-23, the City Council approved a pay range increase of \$20-25/hour for the Crossing Guard positions, with the goal to improve recruitment and move away from the more costly contract services.

Crossing guard staffing is split into morning and afternoon shifts of approximately two (2) hours each, for a total of 4 to 5 hours per day, for the 180 days in each school year. The total rate for a single City-employed Crossing Guard for the entire school year is approximately \$18,630.

The Police Department also has an annual agreement with All City Management, Inc. (ACM) for contract services to supplement vacant crossing guard locations. The current ACM contract cost for FY 24-25 is \$36.78/hour. The cost for a single contracted Crossing Guard for the entire school year was \$29,792, \$11K more than a City-employed Crossing Guard. This hourly rate will be increased in FY 25-26.

Data related to individual intersection traffic volume is included in Attachment C of this BRR.

Addition of Two Intersections

City Council has identified two additional locations within the City that could benefit from crossing guards, Inglewood Avenue at Grant Avenue and Artesia Blvd at the Green Belt. Those proposed locations are situated on major arterial roadways which are heavily trafficked in both morning and afternoon hours.

Intersection assessments were conducted at both intersections by the City of Redondo Beach Police Department Crossing Guard Supervisor and the following data was collected.

**Intersection Assessment
Artesia Blvd. & Bike Path**

Tuesday, January 21, 2025 – 7:00 a.m. to 8:30 a.m.

1.	Student Bikes	(49) 10 were part of large organized group with three parents chaperoning 7 crossed when their light was red 3 were riding in the same direction as the vehicles
2.	Student E-Bikes	(27) 11 were part of the organized group with adult chaperones 5 crossed when their light was red
3.	Student Skateboards	(1)
4.	Student E-Scooters	(5)
5.	Student Pedestrians	(7) 1 crossed when their light was red
6.	Parent & Child on Bike	(1)
7.	Parent & Child on Ebike	(1)
8.	Adult Pedestrians	(25) 7 were walking dogs, 5 were jogging
9.	Adult Bikes	(14) Predominantly crossing after the school traffic is over
10.	No Helmets	1 Adult – however I saw at least several students without their helmets buckled
11.	Adults & Children & Dog	0
12.	Total Persons Crossing	(130)
13.	Automobiles	2500

**Intersection Assessment
Inglewood Avenue & Grant Avenue**

Thursday, January 23, 2025 – 7:00 a.m. to 8:30 a.m.

1.	Student Bikes	(2) Both Crossed Grant only
2.	Student E-Bikes	(7) Six Crossed both Inglewood and Grant
3.	Student Skateboards	(0)
4.	Student E-Scooters	(1) Crossed both Inglewood and Grant
5.	Student Pedestrians	(20) 14 Crossed both Inglewood and Grant 6 crossed Grant only
6.	Parent & Child on Bike	(3) Consisting of one parent and two children
7.	Adult Pedestrians	(16) 9 Crossed Both Inglewood and Grant 3 Crossed Inglewood only 4 Crossed Grant only 5 were joggers 3 were walking dogs, one also had a child
8.	Adult Bikes	(4)
9.	Adult EBikes	(2) One crossed Inglewood only One Crossed Grant only One included above carrying two children
10.	No Helmets	One – The helmet was on his handlebars
11.	Adults & Children & Dog	One included with “Adult Pedestrians” above
12.	Total Persons Crossing	(55)
13.	Automobiles	2960

Traffic collision review

A one-year collision review was conducted at both locations back to January 1, 2024.

Artesia and the Bike Way (2) collisions reported.

- Vehicle Vs. vehicle traffic collision with no injuries reported and no pedestrians involved.
- Vehicle Vs. Bicyclist collision report. Bicyclist was crossing Artesia Bl. in the Bike way when they were struck by a vehicle. Minor injuries were reported. Vehicle was found at fault for this collision.

Inglewood Av. and Grant Av. (9) collisions reported.

- (7) “non-reportable” collisions occurred at the intersection. Collisions were non injury and did not involve pedestrians.
- (2) traffic collision reports were completed. The collisions were non injury and no pedestrians were involved.

Fiscal Impact of Crossing Guard Services

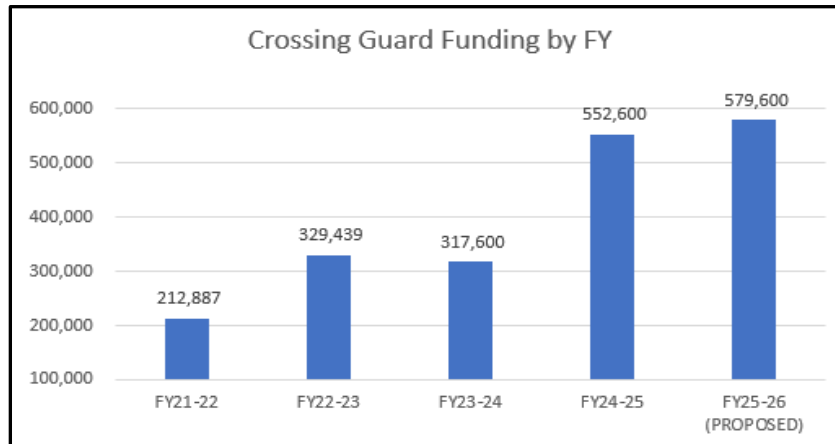
For FY 24-25, there was existing core budget of \$212,600 for part-time personnel providing coverage for 12 intersections. City Council further authorized a one-time General Fund appropriation of an additional \$340,000 (\$205K for part-time staffing and \$135K for contract services) to staff all 27 identified locations. This brought the total allocation for crossing guards in FY 24-25 to \$552,600.

For FY 25-26, the core budget of \$212,600 for part-time personnel will continue to fund 12 intersections. The proposed budget includes Decision Package #24 that, if approved, would provide \$367,000 of additional one-time funding for both part-time personnel (\$205,000) and contract crossing guard services (\$162,000) to cover the additional 15 intersections, bringing the total budget appropriation for 27 intersections to \$579,600. This figure anticipates an increase to the hourly cost of the contract service from last fiscal year. The Police Department will strive to maximize cost efficiency by filling the majority of locations with City-employed part-time staff when feasible, with the contract services allocation allowing flexibility to fill all locations.

Should City Council choose to add another two intersections, the cost would be \$64,800 for contract services, bringing the General Fund total for 29 intersections to \$644,400.

	Core Budget 12 Intersections	DP#** \$367,000 one-time 27 Intersections	Add one-time \$64,800 to DP #** 29 Intersections
Total Cost	\$212,600	\$579,600	\$644,400

The following chart illustrates historical funding data for crossing guards.



Attachments:

Attachment A – Cost comparison with other cities

Attachment B – District Maps

Attachment C – Intersection traffic analysis

Crossing Guard Cost Comparison

City	School District	# of Schools	Total # of crossing guard posts	City employees vs. contract	Crossing guard per site	Funding from the School District	City Cost
Redondo	Redondo Beach Unified School District	11	27 posts	12 part-time positions allocated in the budget, supplemented with contract services (ACMS)	0.9 guard per site	None	\$579,600
Torrance	Torrance Unified School District	29	32 posts	16 part-time positions allocated in the budget, supplemented with contract services (ACMS)	1 guard per site	None	~\$330,000 annually for a 3-year contract; plus position costs
Hermosa	Hermosa Beach School District	3	14 posts	Fully contracted (ACMS)	1 guard per site	None	~\$325,000 annually for a 3-year contract; plus position costs
Manhattan Beach	Manhattan Beach School District	7	26 posts	Fully contracted (ACMS)	1 guard per site	None	~\$498,000 annually for a 3-year Contract
Lawndale	Lawndale Elementary School District	8	8 posts	Fully contracted (ACMS)	1 guard per site	None	\$156,340 (FY 24-25)
Hawthorne	Hawthorne School District	11	12 posts	Fully contracted (ACMS)	1 guard per site	The City cost is paid to the School District	\$117,500 (FY 24-25)

Rancho Palos Verdes	Palos Verdes Peninsula Unified School District*	16	7 posts (4 schools)	Fully contracted (ACMS)	1 guard per site	43% City/ 57% School District and Peninsula Education Foundation	\$138,120 (FY 24-25) \$59,392 (City share)
Rolling Hills Estates			4 posts (3 schools)		1 guard per site	City only pays for 4 posts, additional posts are covered by the School District	\$78,000 (FY 24-25)
Riverside	Alvord Unified School District	15 (13 additional sites are 100% covered by the school district)	87 posts	Fully contracted (ACMS)	1.4 guards per site	2024-25: 50% City / 50% School District	\$1.92M (FY 25-26) \$714,873 (City Share)
	Riverside Unified School District	49 (6 additional sites are 100% covered by the school district)				Gradual reduction in City contribution from 50% to 25% by 2029-30	\$2.44M (FY 29-30) \$505,728 (City Share)

**Confirmed Palos Verdes Estates and Rolling Hills do not have crossing guards*

District Maps

District Maps follow, from north to south.

District 5 – 3 Intersections (Lincoln and Madison schools)

District 4 – 3 Intersections (Birney, Adams/Washington schools)

District 3 – 11 Intersections (Adams/Washington, Jefferson, and Beryl Heights schools)

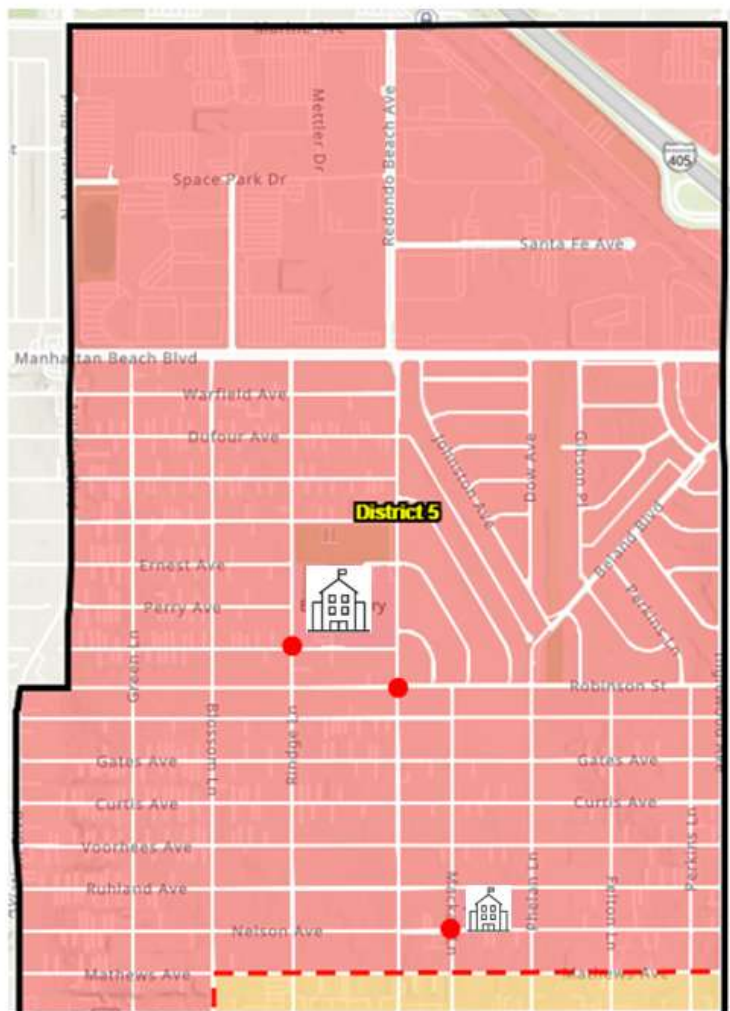
District 2 – 2 Intersections (Beryl Heights and Parras schools)

District 1 – 8 Intersections (Alta Vista, Tulita, and St. Lawrence schools)

Of the 27 crossing guard locations, 17 are immediately adjacent to a RBUSD school site, and one (1) is adjacent to St. Lawrence Martyr private school.

DISTRICT 5 – 3 Intersections

(Lincoln and Madison schools)



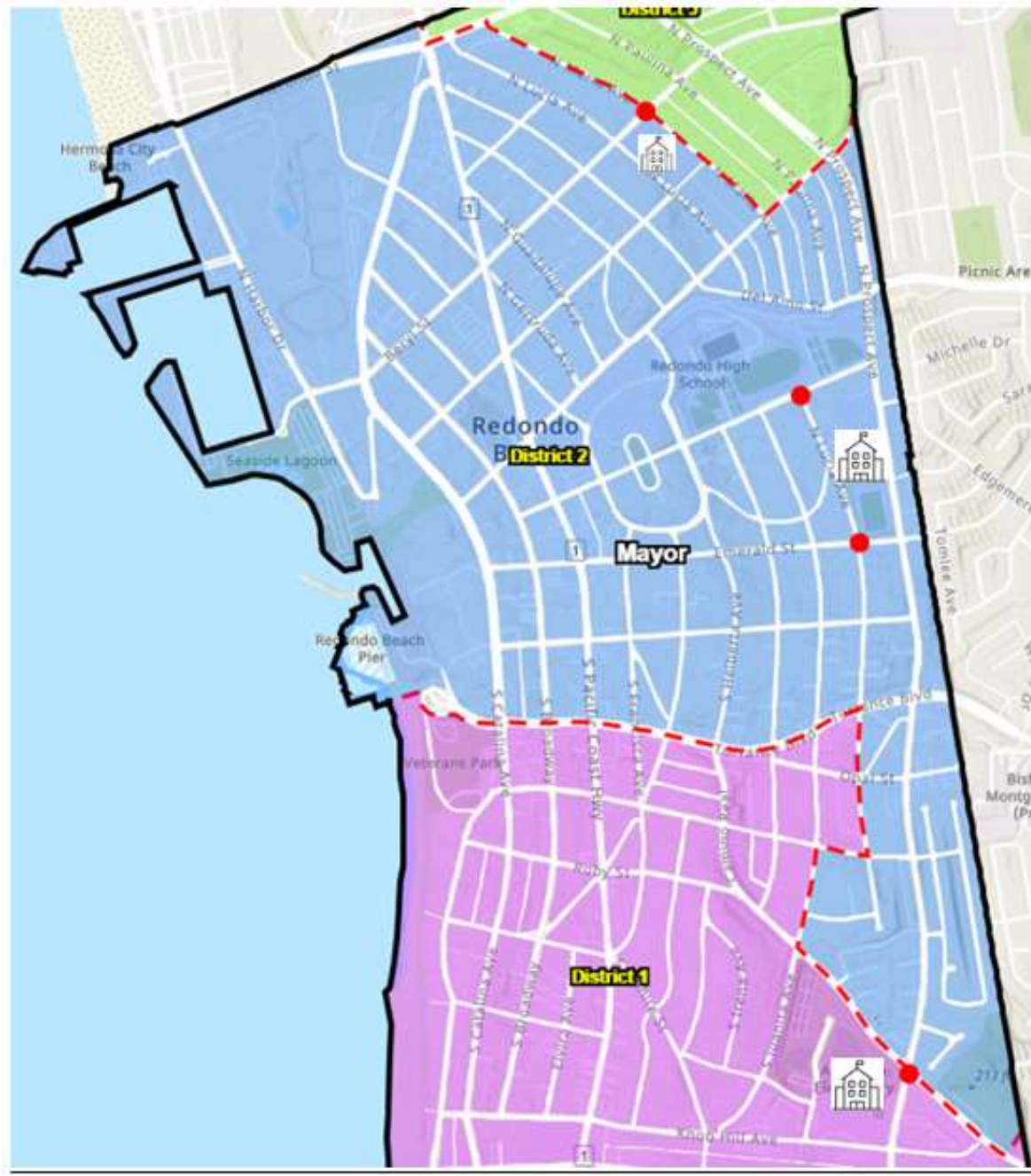
DISTRICT 4 – 3 Intersections (plus 1 bordered with D3)
 (Birney and Adams/Washington schools)



DISTRICT 3 – 11 Intersections
 (Adams/Washington, Jefferson, and Beryl Heights)

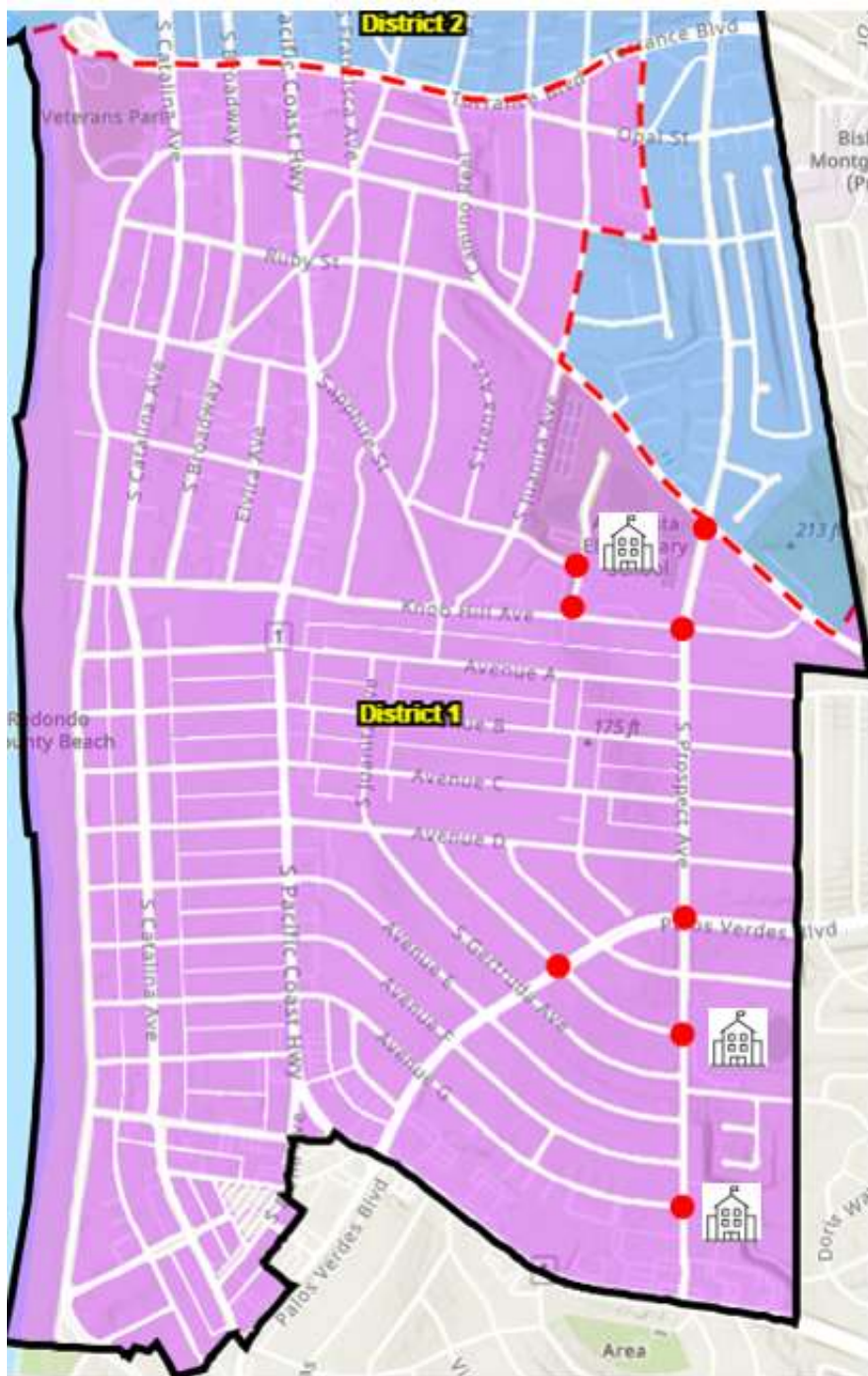


DISTRICT 2 – 2 Intersections (2 other intersections on borders)
 (Beryl Heights and Parras schools)



DISTRICT 1 – 8 Intersections

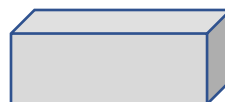
(Alta Vista, Tulita, and St. Lawrence schools)



Legend



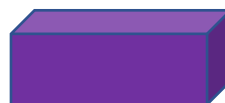
Jefferson Elementary School



Parras Middle School



Alta Vista Elementary School



Beryl Heights Elementary School



Lincoln Elementary School



Birney Elementary School



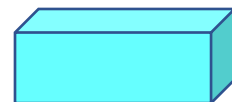
Madison Elementary School



Washington / Adams Schools



Tulita Elementary School



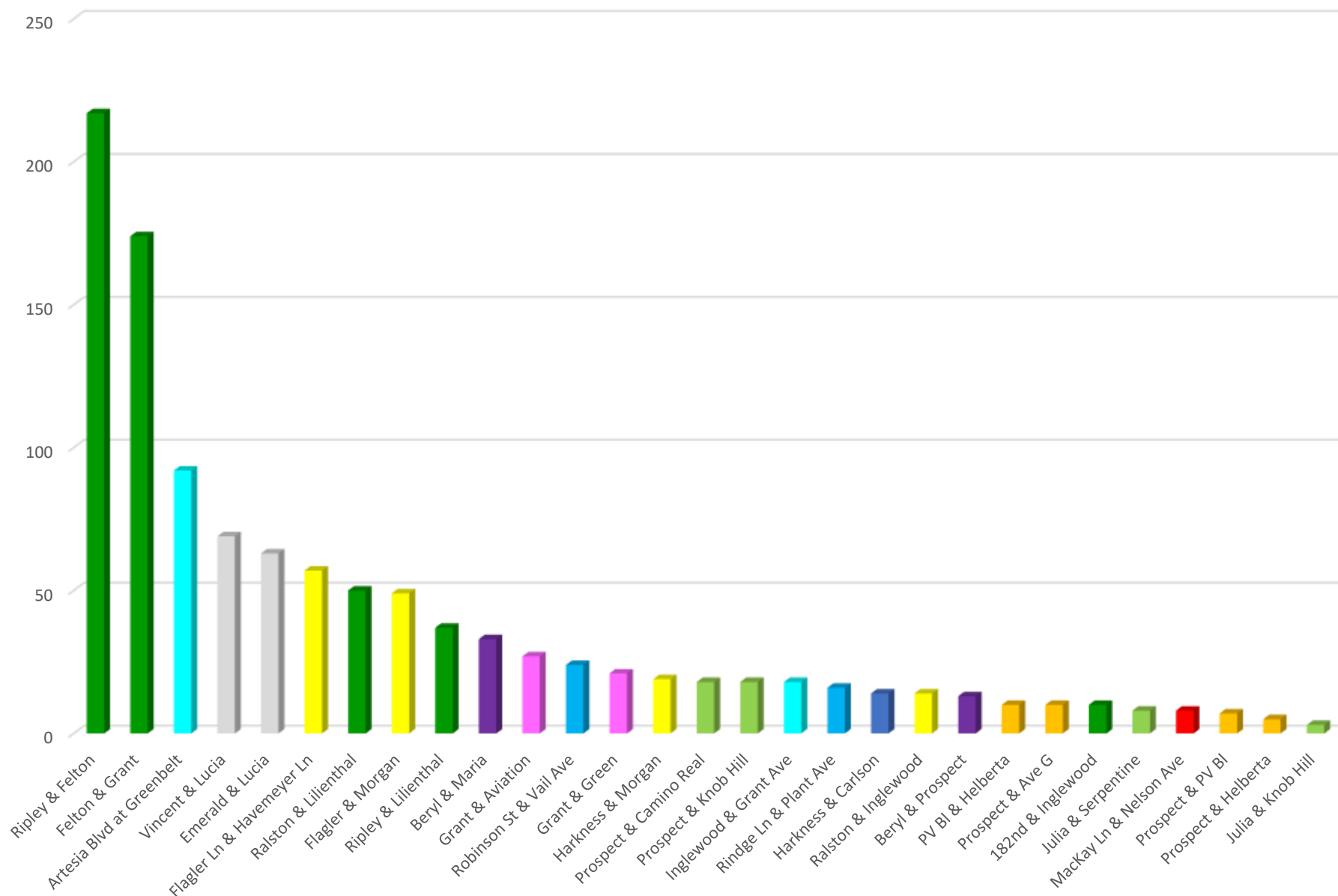
*Artesia at Greenbelt &
*Inglewood at Grant

*Artesia Boulevard at the greenbelt (2500 block) and Inglewood Avenue at Grant Avenue are not currently included in the City Council authorized 27 intersections and are not currently staffed with a Crossing Guard.

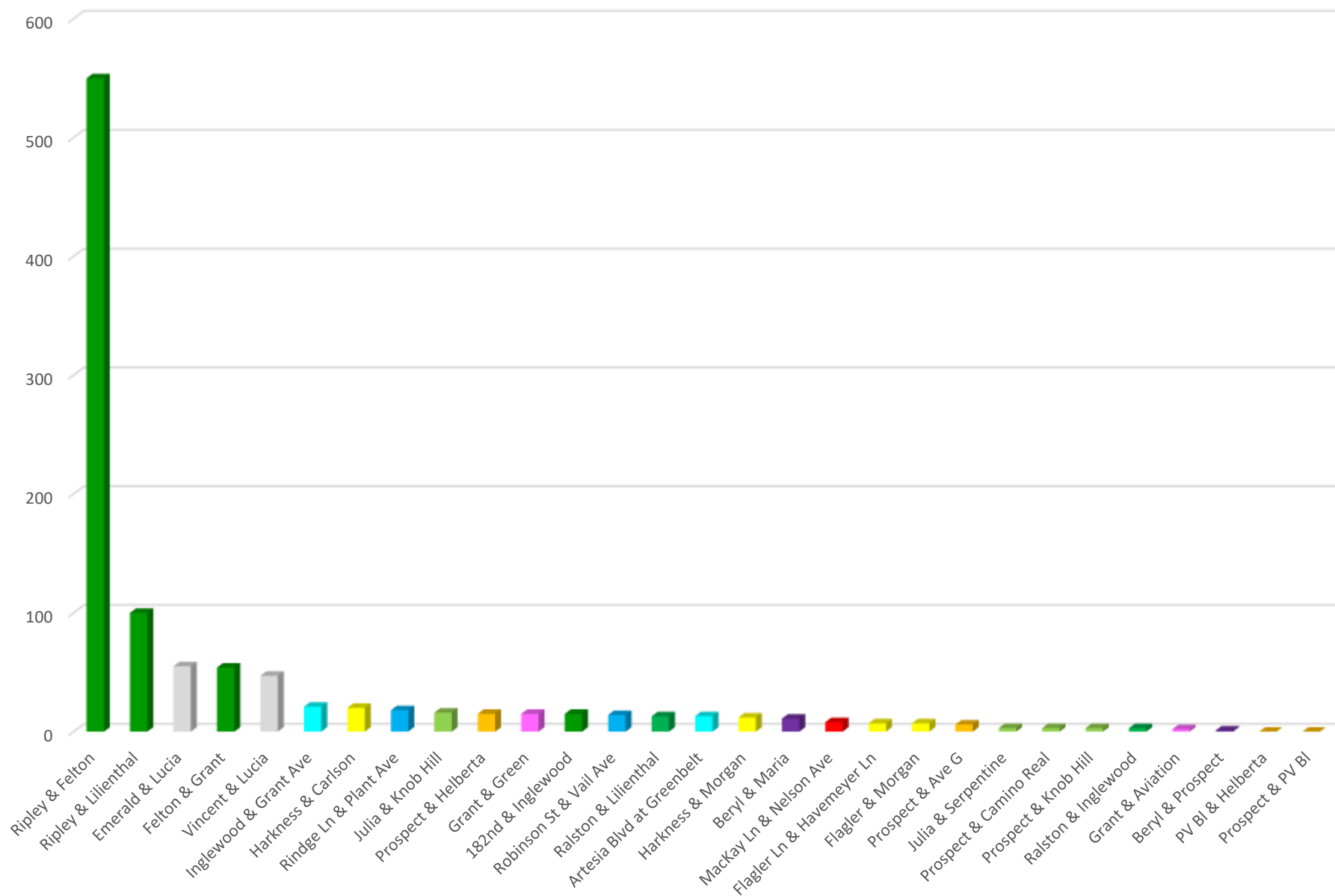
All data was gathered over an approximate 90-minute period during the morning rush hour.

Intersection	Total E-Bike and Bike Riders	Unaccompanied Student Pedestrians	Adult Pedestrians - Solo & with Students	Total Pedestrians	Vehicles
Flagler Ln & Havemeyer Ln	57	7	67	74	586
Flagler & Morgan	49	7	58	65	742
Harkness & Carlson	14	20	82	102	490
Harkness & Morgan	19	12	117	129	557
Julia & Serpentine	8	3	133	136	398
Prospect & Camino Real	18	3	43	46	3190
Julia & Knob Hill	3	16	116	132	734
Prospect & Knob Hill	18	3	66	69	2233
Rindge Ln & Plant Ave	16	18	215	233	261
Robinson St & Vail Ave	24	14	78	92	470
MacKay Ln & Nelson Ave	8	8	121	129	111
PV Bl & Helberta	10	0	55	55	2275
Prospect & Helberta	5	15	179	194	1947
Prospect & PV Bl	7	0	49	49	2794
Prospect & Ave G	10	6	91	97	1255
Emerald & Lucia	63	55	37	92	761
Vincent & Lucia	69	47	21	68	1003
Beryl & Prospect	13	1	36	37	3519
Beryl & Maria	33	11	180	191	1364
Grant & Aviation	27	2	33	35	2316
Grant & Green	21	15	154	169	1742
182nd & Inglewood	10	15	24	39	3093
Felton & Grant	174	54	74	128	1892
Ralston & Inglewood	14	3	23	26	2827
Ralston & Lilienthal	50	13	120	133	597
Ripley & Felton	217	550	114	664	589
Ripley & Lilienthal	37	100	224	324	665
Artesia Blvd at Greenbelt	92	13	25	38	2000
Inglewood & Grant Ave	18	21	17	38	2960

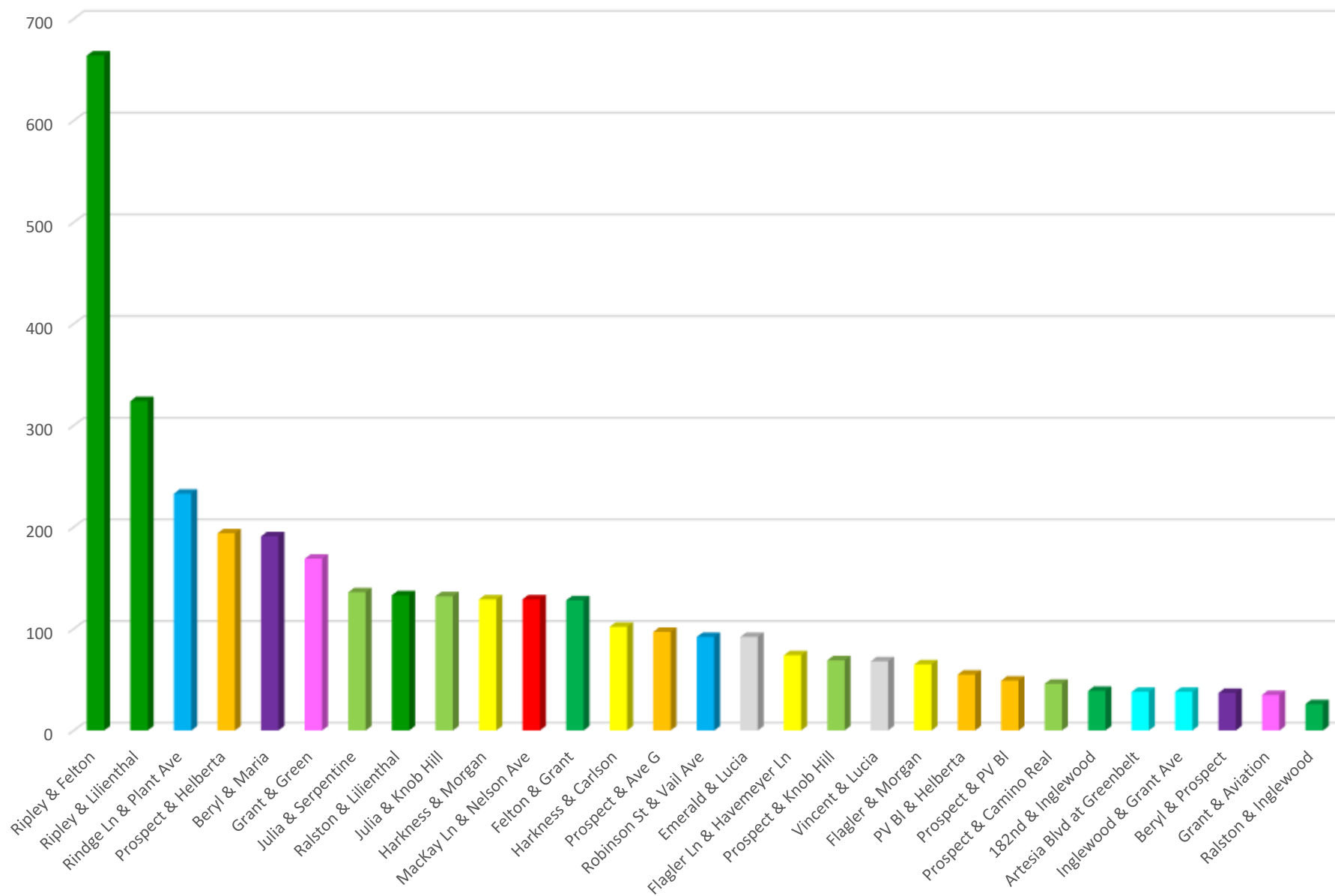
Total E-Bike and Bike Riders Adults & Students



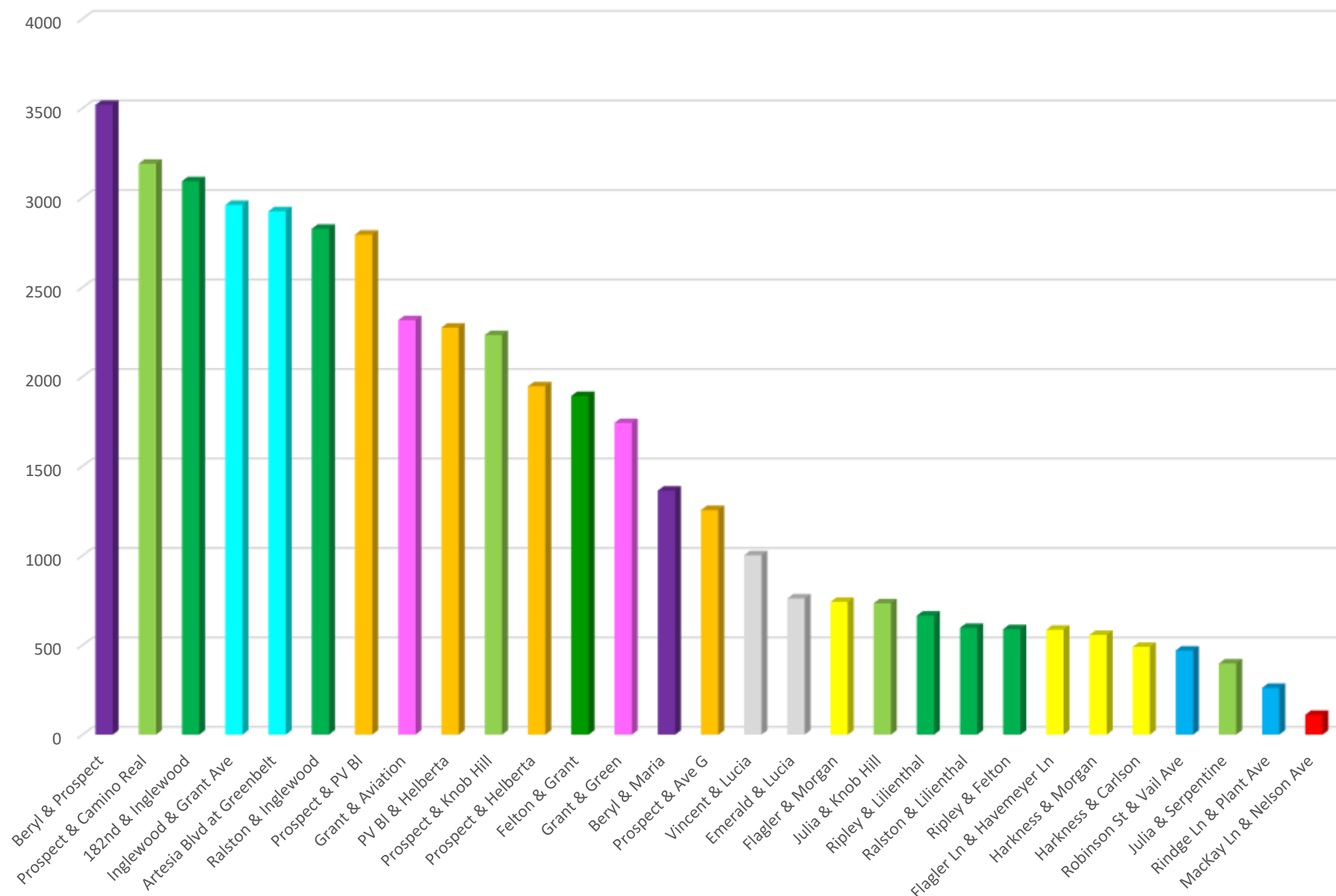
Unaccompanied Student Pedestrians



Total Pedestrians Adults & Students



Vehicles

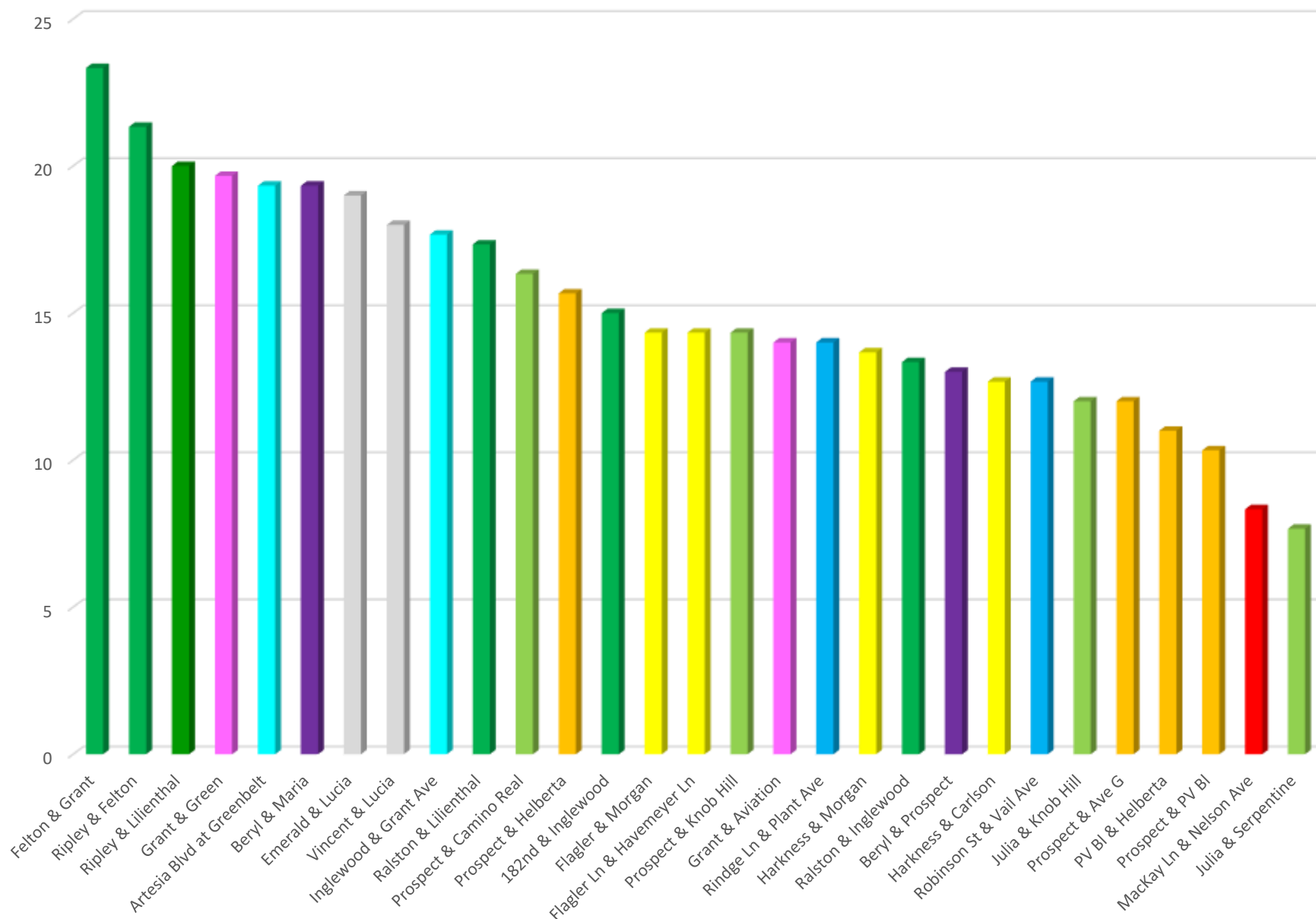


Intersection	Total E-Bike and Bike Riders Ranking	Total Pedestrians Ranking	Total Vehicles Ranking	Average
Felton & Grant	28	24	18	23.33333
Ripley & Felton	29	27	8	21.33333
Ripley & Lilienthal	21	29	10	20
Grant & Green	17	25	17	19.66667
Artesia Blvd at Greenbelt	27	8	23	19.33333
Beryl & Maria	20	22	16	19.33333
Emerald & Lucia	25	19	13	19
Vincent & Lucia	26	14	14	18
Inglewood & Grant Ave	15	12	26	17.66667
Ralston & Lilienthal	23	20	9	17.33333
Prospect & Camino Real	15	6	28	16.33333
Prospect & Helberta	2	26	19	15.66667
182nd & Inglewood	8	10	27	15
Flagler & Morgan	22	9	12	14.33333
Flagler Ln & Havemeyer Ln	24	12	7	14.33333
Prospect & Knob Hill	15	8	20	14.33333
Grant & Aviation	19	1	22	14
Rindge Ln & Plant Ave	12	28	2	14
Harkness & Morgan	16	19	6	13.66667
Ralston & Inglewood	11	4	25	13.33333
Beryl & Prospect	9	1	29	13
Harkness & Carlson	11	22	5	12.66667
Robinson St & Vail Ave	18	16	4	12.66667
Julia & Knob Hill	1	24	11	12
Prospect & Ave G	7	14	15	12
PV Bl & Helberta	7	5	21	11
Prospect & PV Bl	3	4	24	10.33333
MacKay Ln & Nelson Ave	5	19	1	8.33333
Julia & Serpentine	5	15	3	7.66667

Intersections given a rank for each category: 29 the busiest and 1 the least busy. Average for each category determined the ranking order.

This chart includes all pedestrians (adults and students), all bike riders and all vehicles.

Average Rank - All Pedestrians, Bike Riders and Vehicles

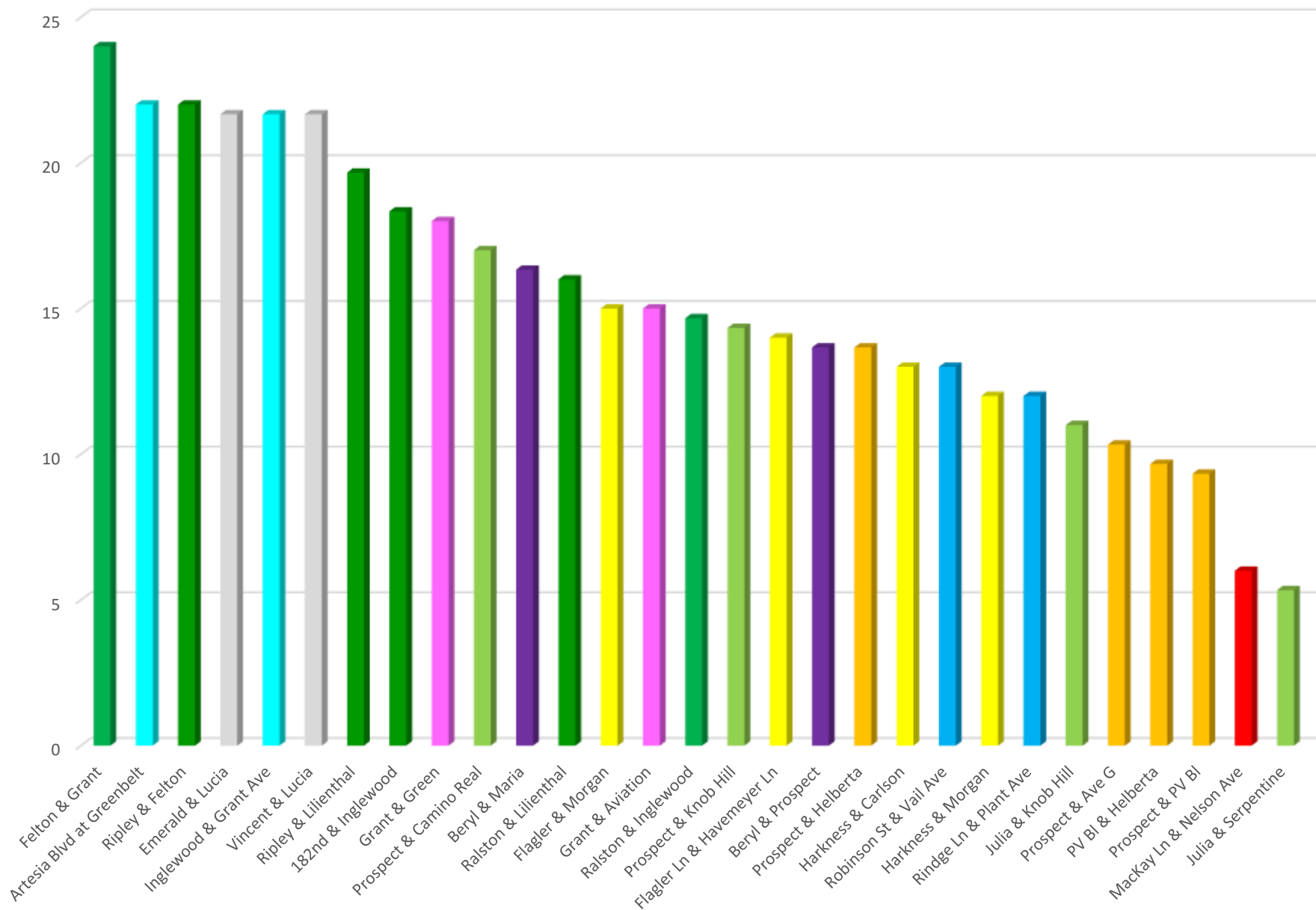


Intersection	Total E-Bike and Bike Riders Ranking	Unaccompanied Student Pedestrians Ranking	Vehicles	Average
Felton & Grant	28	26	18	24
Artesia Blvd at Greenbelt	27	16	23	22
Ripley & Felton	29	29	8	22
Emerald & Lucia	25	27	13	21.66666667
Inglewood & Grant Ave	15	24	26	21.66666667
Vincent & Lucia	26	25	14	21.66666667
Ripley & Lilienthal	21	28	10	19.66666667
182nd & Inglewood	8	20	27	18.33333333
Grant & Green	17	20	17	18
Prospect & Camino Real	15	8	28	17
Beryl & Maria	20	13	16	16.33333333
Ralston & Lilienthal	23	16	9	16
Flagler & Morgan	22	11	12	15
Grant & Aviation	19	4	22	15
Ralston & Inglewood	11	8	25	14.66666667
Prospect & Knob Hill	15	8	20	14.33333333
Flagler Ln & Havemeyer Ln	24	11	7	14
Beryl & Prospect	9	3	29	13.66666667
Prospect & Helberta	2	20	19	13.66666667
Harkness & Carlson	11	23	5	13
Robinson St & Vail Ave	18	17	4	13
Harkness & Morgan	16	14	6	12
Rindge Ln & Plant Ave	12	22	2	12
Julia & Knob Hill	1	21	11	11
Prospect & Ave G	7	9	15	10.33333333
PV Bl & Helberta	7	1	21	9.666666667
Prospect & PV Bl	3	1	24	9.333333333
MacKay Ln & Nelson Ave	5	12	1	6
Julia & Serpentine	5	8	3	5.333333333

Intersections given a rank for each category: 29 the busiest and 1 the least busy. Average for each category determined the ranking order.

This chart includes all unaccompanied student pedestrians, all bike riders and all vehicles.

Average Rank - Unaccompanied Student Pedestrians, Bike Riders and Vehicles

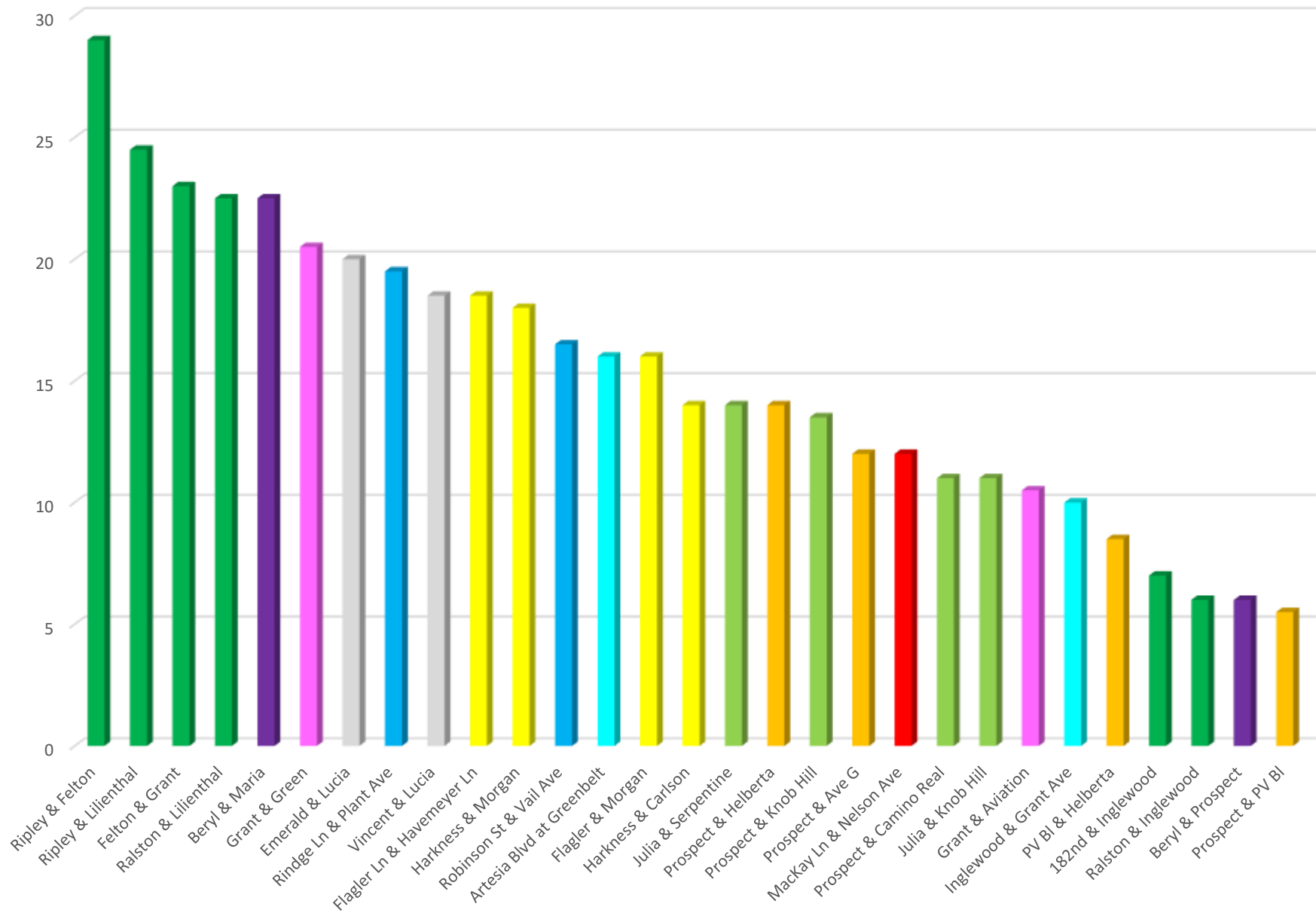


Intersection	Total Pedestrians	Total E-Bike and Bike Riders	Average Rank
Ripley & Felton	29	29	29
Ripley & Lilienthal	28	21	24.5
Felton & Grant	18	28	23
Ralston & Lilienthal	22	23	22.5
Beryl & Maria	25	20	22.5
Grant & Green	24	17	20.5
Emerald & Lucia	15	25	20
Rindge Ln & Plant Ave	27	12	19.5
Vincent & Lucia	11	26	18.5
Flagler Ln & Havemeyer Ln	13	24	18.5
Harkness & Morgan	20	16	18
Robinson St & Vail Ave	15	18	16.5
Artesia Blvd at Greenbelt	5	27	16
Flagler & Morgan	10	22	16
Harkness & Carlson	17	11	14
Julia & Serpentine	23	5	14
Prospect & Helberta	26	2	14
Prospect & Knob Hill	12	15	13.5
Prospect & Ave G	16	8	12
MacKay Ln & Nelson Ave	19	5	12
Prospect & Camino Real	7	15	11
Julia & Knob Hill	21	1	11
Grant & Aviation	2	19	10.5
Inglewood & Grant Ave	5	15	10
PV Bl & Helberta	9	8	8.5
182nd & Inglewood	6	8	7
Ralston & Inglewood	1	11	6
Beryl & Prospect	3	9	6
Prospect & PV Bl	8	3	5.5

Intersections given a rank for each category: 29 the busiest and 1 the least busy. Average for each category determined the ranking order.

This chart includes all pedestrians and all bike riders. No motor vehicles.

Average Ranking Pedestrian and Bike Traffic (no vehicles)



CITY OF REDONDO BEACH Budget Response Report

#44

June 3, 2025

Question:

What is the estimated cost to repair critical public infrastructure in the waterfront including the beach pedestrian path, the storm drain outfall facilities south of Topaz, and the sea walls in King Harbor?

Response:

The table below provides order of magnitude estimates for various infrastructure improvements in the waterfront area. In addition to the order of magnitude estimate, the source of each estimate has been identified, along with the year the estimate was created.

Infrastructure Item	Estimated Cost to Repair	Year Cost Estimate Created	Cost Estimate Source
MARINA/BEACH:			
Basin 3 Sea Wall Replacement	\$12,000,000	2020	Nobel Consultant Estimate
King Harbor Sea Level Rise Adaptation – overall estimate for perimeter marina basin protection to address risk for pedestrian sidewalk and marina access, perimeter inundation improvements, perimeter dike construction, seawall construction, landfill, relocation of utilities, and mole/building foundation redevelopment to raise base floor elevations	\$291,000,000	2019	Nobel Consultant Estimate
Municipal Pier Utilities Repairs/Upgrades	\$100,000	2025	Jilk Heavy Construction Estimate
Basin 3 Docks/Gangway Replacement – new concrete floating docks with marine structure construction and landside utilities	\$32,000,000	2023	Moffatt& Nichol Estimate

Beach Boardwalk Pedestrian Walking Path Replacement – the 1000 ft long, 5 ft wide beach pedestrian walkway south of the Municipal Pier. This walkway is separated from the beach biking path and keeps walking and running pedestrians safe in this very busy boardwalk area.	\$25,000	2025	Contractor pricing
Mole A Revetment Repair – permitting with regulatory agencies and follow-up construction to repair the existing rock revetment to original design. Damage due to wave overtopping of adjacent breakwater.	\$500,000	2024	Moffatt & Nichol & Jilk Heavy Construction
STORM DRAIN:			
Avenue F Storm Drain Outfall Replacement – this Storm Drain Ocean Outfall is a partially exposed 6 x 5 feet reinforced concrete box located in the beach sand. The 232 feet linear outfall was built by the City in the mid 1980's and approximately 70 feet of the outfall is exposed at the oceans edge. It's designed to convey 360-cfs of storm water runoff and has significant structural deficiencies. The existing structure has exposed opening, rusting elements and jagged sections of concrete and steel.	\$2,000,000	2019	Los Angeles County Public Works
SANITARY SEWER:			
Basin 3 Pump Station Rehabilitation	\$5,000,000	2025	Staff Estimate based on recent similar projects
Harbor Drive Pump Station Rehabilitation	\$5,000,000	2025	Staff Estimate based on recent similar projects

Portofino Way & Mole B Conveyance System & Manhole Lining	\$1,000,000	2025	Sancon Contract Pricing
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It should be noted that there has been a significant increase in construction costs over the past five years, and that many of the estimates identified above will need to be adjusted to account for inflation. The City hopes to receive a climate resiliency grant from the CA Coastal Commission to fund a comprehensive King Harbor vulnerability assessment that will update several of the critical waterfront infrastructure reconstruction estimates and provide various sea level rise adaptation strategies.

CITY OF REDONDO BEACH

Budget Response Report

#45

June 3, 2025

Question:

What is the cost to replace the fencing at the Perry Park baseball field, and would a replacement project be eligible for Quimby Funds?

Response:

A project to replace the ballfield fencing at Perry Park would include the following, as shown on the attached aerial map:

Main Diamond (shown in blue):

- 126 feet of 26-foot chain link fence in the infield
- 205 feet of 10-foot fencing down the left and right field lines
- 80 feet of 6-foot fencing for dugouts with privacy screens and roof covers
- 60 feet of 16-foot netting down the left and right field lines
- Five 8-foot gates

Smaller Diamond (shown in orange):

- 110 feet of 6-foot fencing for the dugouts
- 51 feet of 15-foot back stops, with netting
- Two 8-foot gates

Perimeter Fencing (shown in red):

- 895 feet of 6-foot chain link fencing
- Reinstalling 265 feet of existing windscreen
- 16 feet of 8-foot chain link fencing
- Four swinging gates, including one 15-foot-wide double swinging gate

Left Field Netting (shown in purple):

- 106 feet of 10-foot chain link fencing
- 106 feet of 26-foot netting
- New horizontal braces

All existing vertical posts would be re-used.

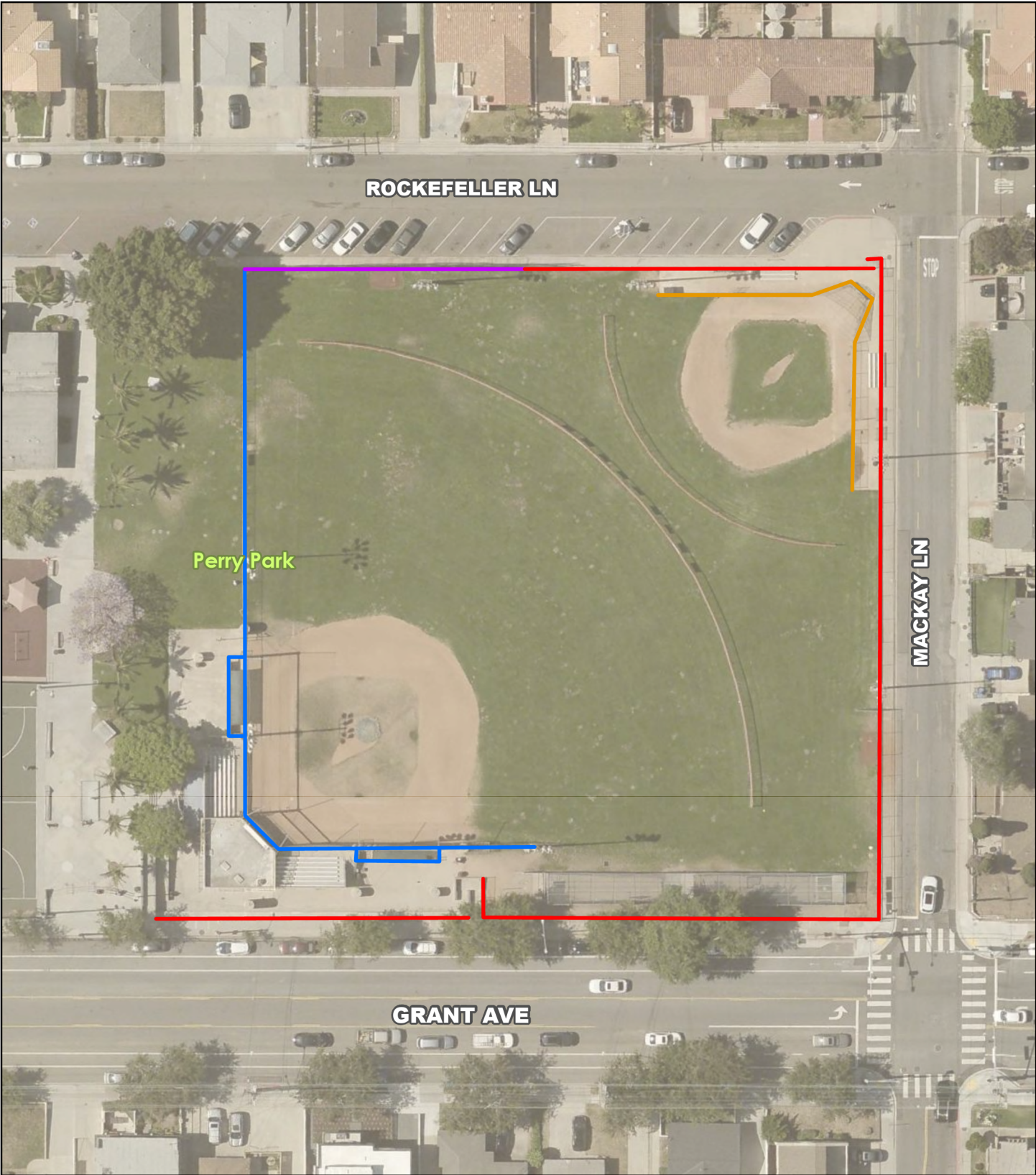
Based on information obtained from a local fencing contractor, the estimated cost to implement the above scope of work would be as follows:

- \$225,000 for galvanized steel, including a 15% contingency
- \$250,000 for green vinyl coated, including a 15% contingency

Use of Quimby Funds

The State of California Government Code Section 66477 authorizes cities to require the dedication of land, impose a payment in lieu of dedication, or a combination of both for park and recreational purposes as a condition to the approval of a tentative map or parcel map for residential development. On September 7, 2004, the Redondo Beach City Council adopted an ordinance establishing park subdivision trust dedications and in-lieu fees (Quimby Fees) for new housing units built in the City.

Quimby funds may be used to acquire, develop, and rehabilitate parkland and recreational facilities that serve the neighborhood or region impacted by the development. Therefore, replacing the fencing at Perry Park would be an eligible use of Quimby funds, as Perry Park is considered a regional facility that serves all of Redondo Beach.



**Perry Park
Baseball Field
Fence Replacement**



CITY OF REDONDO BEACH

Budget Response Report

#46

June 10, 2025

Question:

What is the cost to conduct an in-depth structural analysis of the Pier Parking Structure's upper deck?

Response:

Walker Consultants (Walker) prepared a proposal to conduct a structural engineering review of the City's South Pier Parking Structure to determine the feasibility of constructing new buildings on top of the existing parking deck. The proposed cost for the analysis is \$151,000.

As part of the FY 2025-26 CIP, staff reduced the proposed funding and scope of work for the North Pier Parking Structure Repairs Project, which is currently underway as part of the Pier Parking Structure Critical Repairs Program, Job No.70610. The reduction in scope acknowledges (after project bidding and a number of value engineering attempts) that it is cost prohibitive to provide all seismic upgrades needed to bring the 60-year-old structure up to current seismic codes. The project's proposed budget is being reduced by \$1M, with those funds reverting back to the General Fund. The remaining \$1.1M will be used to perform the non-seismic repairs (i.e. spalling repair, waterproofing, cathodic protection, etc.) needed to repair and protect the existing concrete and keep the North Pier Parking Structure serviceable. The available funds will also be used to study alternatives to 1) reduce the upper deck's seismic loading, 2) help extend the long-term life of the parking structure, and 3) determine the allowable weight for new buildings and the overall engineering feasibility of redevelopment.

CITY OF REDONDO BEACH

Budget Response Report

#47

June 3, 2025

Question:

What are the costs and options to install dedicated bicycle lanes on Palos Verdes Boulevard?

Response:

Per City Council direction provided on December 3, 2024, staff investigated the feasibility of installing dedicated bicycle lanes on Palos Verdes Boulevard (PVB) and presented the analysis to the Public Works & Sustainability Commission (PWSC) on January 27, 2025.

The City Council has already approved new Class II bicycle lanes on PVB between S Irena Avenue and the eastern City border with Torrance. This area is currently being striped. Due to roadway width considerations, dedicated bicycle lanes on the remaining portion of PVB within the City are not designed, funded, or slated for construction at this time. Staff investigated the feasibility of removing either a travel lane or the parking lane in each direction on PVB, between Irena and PCH, to provide space for bicycle lanes. Completion of bike lanes in this half mile corridor would close the gap between the pending bike lanes eastward of S Irena Ave and those west of PCH in the City of Torrance. Because parking utilization on PVB was found to be low, the PWSC unanimously voted to recommend the City Council fund the design and construction of bicycle lanes along this stretch of roadway. This concept does not currently have funding.

Because the project, if desired by City Council, would repurpose underutilized parking lanes, there would be sufficient room to install Class IV protected bicycle lanes, which include vertical barriers to prevent vehicular intrusion. If space is available, staff generally recommends Class IV protected bicycle lanes for the improved safety and comfort that they provide to riders. If the Council would like to move forward with a bike lane project in this area, further study and coordination would be required to determine the barrier type best suited for the conditions. The review would consider a number of factors, including how to accommodate street sweeping.

The cost to design and install protected bicycle lanes can vary, depending on the materials used for protection. Staff estimates that if rigid, prefabricated, barriers were used, these bicycle lanes could be designed and installed for approximately \$250,000. The cost would be \$150,000 to \$200,000 if more flexible materials are utilized. Flexible materials, however, come with higher ongoing maintenance costs.



Figure. Approximate location of the new proposed structure on the top deck of the Redondo Beach South Pier Garage replacing the existing retail stores (20 ft distance from the west edge of the top deck extending along most of the length of the garage in the north-south direction).

CITY OF REDONDO BEACH

Budget Response Report

#48

June 3, 2025

Question:

What is the cost to systematically replace aging street signs and traffic signal poles throughout the City?

Response:

Street Name Signs:

The City Council adopted a new City logo, which resulted in an update to the design of the City's street name signs (SNS). The new sign design also included updates to meet contemporary traffic standards, readability requirements, and the use of more modern, lower-cost, and sustainable materials. At this time, the City has installed approximately 100 new SNS, using its existing annual maintenance budget.

Generally, the City's SNS fall into one of two categories, post-top signs, the most common, and mast arm signs. Mast arm signs have the option to be internally illuminated.

The in-house cost to replace the remaining 2,712 post-top SNS in the City is estimated as follows:

Materials:	\$428,480	(2,712 signs x \$150 per sign + 271 telespar poles x \$80 per pole)
Administrative:	\$179,968	(1/2 labor hours per sign x \$128/hour x 2,812)
Installation:	<u>\$1,079,808</u>	(3 labor hours per sign x \$128/hour x 2,812)
Post-Top Total	\$1,688,256	

Prior to the approval of the new City logo and corresponding street sign design, 100 post-top signs with the former blue background and yellow sunset were installed. The \$63,800 to replace those signs is included in the above estimate. In most cases the existing signpost can be reused, but a contingency for replacement poles is also included in the above estimate.

Internally Illuminated Street Name Signs (IISNS):

The estimate to replace City-owned mast-arm IISNS in the City would be as follows:

- 104 new IISNS
- 101 new pole-mounted SNS (non-illuminated)

Materials & hardware: \$260,000 (104 IISNS x \$2,500 per sign)
\$ 30,300 (101 SNS x \$300 per sign)

Administrative:	\$ 13,325	(1/2 labor hours per sign x \$130/hour x 205)
Installation:	<u>\$340,000</u>	(\$5,000 per intersection x 68 intersections)
IISNS Total:	\$643,625	

It should be noted that many of these IISNS will be replaced as part of future traffic signal improvement projects. Locations where it is only feasible to install non-illuminated SNS due to pole structural integrity will be upgraded to IISNS as signals are replaced to the current standard.

Staff also recommends a CIP project to fund the replacement of large quantities of signs, due to staff labor limitations. However, for one-off replacements, of up to 100 signs, staff would be able to incorporate this work into the annual workplan. Staff has not yet sought quotes from outside contractors for mass replacements, due to the need to develop a project description and specification. For an order of magnitude estimate, staff estimates a range of \$2,000,000 to \$2,500,000 to account for equipment, materials, labor, design/specification development, traffic control, project management, and inspections.

Traffic Signal Poles:

The City has 108 signalized intersections:

- 58 owned/maintained by the City
- 22 shared maintenance with LA County
- 23 “signal-like” flashing red beacons (mostly obsolete and not expected to be replaced when removed)
- 5 shared with other jurisdictions who maintain those signals.

Some traffic signal poles, like those along Grant, have been replaced as part of Measure M-funded projects. The next twenty-four traffic signals due for replacement and funded for design within the City’s CIP include poles along:

- Inglewood Avenue (4)
- Prospect Avenue (12)
- Catalina Avenue (8)

Along with the poles, replacement of traffic signals often includes new signal controllers, new signal heads, modified curb ramps to meet accessibility standards, new wiring and conduits, new detection equipment, signal timing changes, and all other electrical equipment. Each full intersection signal replacement is expected to cost a minimum of \$700,000. Design for new signals along Inglewood, Prospect, and Catalina are at least partially funded through the Regional Measure M program. As appropriate, City staff will continue to explore alternative intersection controls (such as roundabouts) as a reduced cost strategy for ongoing future maintenance and in some cases, to enhance safety.

The construction-only cost to replace the above identified 24 City-owned traffic signals is approximately \$16,800,000. There are several other traffic signals around the City that will be due for replacement/upgrade in the near future. The construction cost to replace those traffic signals will be an additional \$20,000,000. Due to the high cost and the availability of funding, staff recommends the City continue to address signal

improvements through Measure M, and other transportation restricted funding sources, to the maximum extent possible.

CITY OF REDONDO BEACH
Budget Response Report**#49****June 10, 2025****Question:**

What are the cost estimates and funding options to identify and perform major reconstruction on non-residential City streets that are currently unfunded through other City programs?

Response:

City staff identified two non-residential streets, Grant Avenue (Inglewood to Aviation) and Aviation Blvd. (Artesia to Harper) that require major reconstruction and are only partially funded through existing City programs. Both segments of Grant Avenue and Aviation Blvd. do not have a bus route, and, therefore, are not eligible for Proposition (Prop) C funding, a funding source used to support many of the City's non-residential streets. Potential future funding sources to close the existing gaps would be SB 1/State Gas Tax (~\$1.8M annually), local return Measure R (~\$1.2M annually), local return Measure M (~\$1.3M annually), or Capital Project Funds. However, there are specific ongoing projects, including Residential Rehabilitation and Citywide Striping, that currently rely on a significant portion of the local return funds and SB 1/State Gas Tax funds. Furthermore, specific street projects, such as Artesia Blvd. from Harper Ave. to Hawthorne Blvd., Aviation Blvd. from Artesia Blvd. to Manhattan Beach Blvd., and Rindge Ln. are programmed in the City's Capital Improvement Program (CIP). These projects are expected to be funded by local return funds over the next three fiscal years, with additional funding support from Prop C Funding. If approved in future CIP budgets as programmed in the five-year model, these projects will account for the majority of available local return funds during that time.

Grant Avenue (Inglewood Ave to Aviation Blvd):

Grant Avenue spans 1.25 miles from Inglewood Avenue on the east and Aviation Blvd. on the west. According to Nichols Consulting Engineers' (NCE) 2024 pavement study, the total estimated cost of repaving Grant Avenue is \$4.73M. Additional work that is typically required to address ADA compatibility for curb ramps and signals, is not needed due to the recent completion of traffic signal and bulb-out projects along the street.

As part of the proposed FY 2025-26 CIP, \$1M was identified for the rehabilitation of a portion of Grant Avenue. Since this amount does not cover the estimated cost to repave the entire stretch of Grant Avenue, staff recommends paving the blocks of Grant Avenue that are in the greatest state of disrepair.

Aviation Blvd (Artesia Blvd to Harper Ave):

This segment of Aviation Blvd spans 0.6 miles from Artesia Blvd to Harper Ave. According to NCE's 2024 pavement study, the total estimated cost of repaving this portion of Aviation Blvd is \$3.9M. This amount includes ADA compliance requirements. It should be noted that the stretch of Aviation Blvd north of Artesia Blvd is included in the CIP as a joint project with the City of Manhattan Beach. This portion of Aviation is eligible for transit restricted Prop C money and is therefore easier to fund.

Both estimates for Grant Avenue and Aviation Blvd are based on FY 2024 cost projections and should be adjusted for inflation when the time of anticipated construction is known.

Funding Options:

Below are the funding options for these two street segments:

1. Add them in the CIP and fund them with future General Fund/Capital Fund monies, if available.
2. Prioritize them ahead of other street projects already included in the CIP through available SB 1/State Gas Tax, local return Measure R, local return Measure M, or Capital Funds. To note, other identified segments and maintenance related CIPs would have to be postponed.*
3. Prioritize these segments in the deferred maintenance street CIP and fund them through this project account as discretionary funds become available.
4. Include them in the unfunded CIP list and/or programming for local return and capital funds in the later years of the five-year CIP plan.

**It's important to note that if the City Council were to utilize the entire allocation of SB 1/State Gas Tax, local return Measure R, and local return Measure M, it would delay Residential Rehabilitation by at least two years. This would also divert funding from the Sidewalk Improvement Project, which focuses on mitigating trip hazards, and would postpone the Citywide Striping program that aims to maintain all striping on a five-year cycle. This is not a comprehensive list of CIPs that would be impacted, but highlights the primary CIP projects that rely on these funding sources.*

CITY OF REDONDO BEACH

Budget Response Report

#50

June 3, 2025

Question:

What are the costs and options to paint murals in intersections using the City's new logo?

Response:

Per City Council direction at their February 11, 2025 meeting, City staff investigated the options and cost to paint the City's newly adopted logo within an intersection. Neighboring cities, such as Hermosa Beach and Manhattan Beach, have painted their city logos in their downtown/pier areas on high-profile intersections. Generally, the placement of such a logo is most appropriate at locations where there are nearby commercial uses and significant pedestrian/bicycle crossing volumes. Otherwise, the logo would not be as visible from the sidewalk and would more likely be covered by moving vehicles.

In Redondo, significant intersections that could be considered for the painting of the Redondo's City logo include:

- Torrance Blvd & Catalina Ave – 15' radius, 700 square feet (sf)
- Catalina Ave & Vista del Mar – 15' radius, 700 sf
- Artesia Blvd & Rindge Ln – 10' radius, 315 sf
- Artesia Blvd & North Redondo Beach Bikeway (NRBB) – (4) 5' radius circles, 315 sf
- Robinson St & Phelan Ln – 5' radius, 80 sf

Painting the intersections of Torrance/Catalina, Artesia/Rindge, or Artesia/NRBB would require significant traffic control, estimated at \$5,000, for the one-day of work required to paint the intersection. Traffic control for the intersections at Catalina/Vista del Mar or Robinson/Phelan could be accommodated using Public Works crews. The expected materials and labor cost to paint a smaller intersection is approximately \$5,000. The cost to paint a larger intersection is approximately \$10,000. Below are the total costs to paint each intersection, including traffic control and \$1,000 in administrative costs.

- Torrance/Catalina – \$16,000
- Catalina/Vista del Mar – \$11,000
- Artesia/Rindge – \$11,000
- Artesia/NRBB – \$11,000
- Robinson/Phelan – \$6,000

Staff would like to note that future CIP projects that affect Torrance/Catalina and Catalina/Vista del Mar would also affect any existing intersection paintings, but those CIP projects could incorporate the City logo in future aesthetic treatments. Staff anticipates this process would need to reoccur every three to five years to maintain a legible logo design.

CITY OF REDONDO BEACH

Budget Response Report

#51

June 3, 2025

Question:

What are the costs associated with adding hardware and banner signs to the street light poles along Artesia Blvd and what are the costs anticipated to maintain the existing banners along Harbor Drive?

Response:

In 2023, staff prepared Budget Response Report #51 to provide City Council with an estimate to display decorative banner signs on the existing street light poles along Artesia Blvd. The cost was estimated at \$43,200 and included the purchase of 53 banners (one for each pole), hardware, and a structural review of the existing light poles to ensure they could accommodate the weight and wind load stress associated with adding the banners. The estimate did not include installation of the banners or on-going maintenance.

City Council appropriated \$43,200 in funding for the banner program in 2023. To date, Public Works staff have purchased the hardware at a cost of \$12,200, leaving a balance of \$31,000 for execution of the project. The next step is the completion of a structural analysis of the existing light poles to confirm the amount of additional banner weight and wind load that can be accommodated. The structural analysis is anticipated to cost \$11,000, leaving \$20,000 for banner procurement and installation.

The North Redondo Beach Business Association (NRBBA) has volunteered to assist with the banner program. The NRBBA has designed four sets of banners that would be changed out quarterly. The estimated cost to purchase the four sets of banner signs, install the hardware and initial banners on each of the 53 light poles, perform quarterly replacement of the banners with new content, and provide associated maintenance is \$53,000 for the year. This cost would be reduced by roughly \$20,300 if only one set of banners is purchased and installed.

As noted above, \$20,000 is expected to be available to support these costs. An additional \$33,000 of funding would be required to purchase and install four sets of Artesia banners and \$12,700 to purchase and install one set. The NRBBA could potentially cover costs associated with maintenance and banner swapping after the first year.

In addition to the banner program along Artesia, the City has an existing banner program along Harbor Drive. There are 23 light poles with two banner signs each for a total of 46 banners along Harbor Drive. City staff has identified a need to purchase replacement parts for the current street light pole hardware, at an estimated cost of \$15,545. The labor required to cover installation of the replacement parts is estimated to be \$15,000. In total,

staff estimates an additional appropriation of \$30,545 would be needed for maintenance efforts associated with the existing Harbor Drive banner program.

CITY OF REDONDO BEACH

Budget Response Report

#52

June 10, 2025

Question:

Assembly Bill 2561 was signed by Governor Newsom and became effective January 1, 2025. Under this new law, what are the City's new reporting obligations regarding vacant job positions?

Response:

On September 22, 2024, the California Governor signed Assembly Bill (AB) 2561 into law, with an effective date of January 1, 2025. This law added new requirements to Section 3500 of the Government Code regarding the reporting of public sector employment vacancies and recruitment efforts. Government Code Section 3500, also known as the Meyers Milias Brown Act (MMBA), governs labor relations between public sector employers and their employees in California. AB 2561 was written to amend the MMBA to address a concern among state officials regarding public sector job vacancies "affecting occupations across all wage levels and educational requirements." The Legislature specifically defined the issue as a matter of Statewide concern, and this new reporting requirement for vacancies and recruitment efforts applies to all public agencies, with or without unions.

AB 2561 requires that all California public agencies annually present the status of their employment vacancies and recruitment efforts at a public hearing, at least once per fiscal year, and before the annual budget is adopted. The law doesn't specify what timeframe must be measured when discussing the vacancy status, but that same "snapshot in time" should be generally measured each subsequent year. Agencies are also required to discuss specific recruitment efforts if the vacancies exceed a 20% threshold per bargaining unit and invite labor union representatives to speak about the job vacancies during the public hearing.

In accordance with the City Charter, the City of Redondo Beach holds three public hearings each June to discuss and ultimately adopt the budget for the upcoming fiscal year. This Budget Response Report is designed to present a snapshot of the City's current employment vacancies in accordance with AB 2561. Each unit's vacancies have been measured, effective May 1, 2025, and are outlined in summary form by bargaining unit below:

Bargaining Unit	Total Vacancies	Total Positions	Vacancy Percentage
Redondo Beach Police Officers Association	10	88	11.36%
Redondo Beach Police Management Unit	0	9	0%
Redondo Beach Firefighters' Association	3	59	5.08%
Redondo Beach Fire Management Unit	0	4	0%
Professional & Supervisory Association (PSA)	12	83	14.4%
Redondo Beach City Employees' Association	21	97	21.6%
Redondo Beach Teamsters	4	79	5%
Management/Confidential (unrepresented)	2	29	6.8%
Total Citywide	53	448	11.8%

AB 2561 also states that if the number of vacancies in any bargaining unit exceeds the number of full-time positions in that unit by 20%, the City must specifically address what measures are being taken to fill said positions. For Redondo Beach, there is only one bargaining unit that has more than a 20% vacancy rate, which is the City Employees Association (RBCEA). A chart showing the job vacancies and recruitment status for each of these positions is included below:

Redondo Beach City Employees' Association

Position Title	# of Vacancies	Recruitment Status
Accountant	2	Recruitment on hold/Potential Re-org
Police Services Specialist	2	Eligibility List Established
Office Specialist III	1	Eligibility List Established
Communications Dispatcher	4	Eligibility List Established-Recruitment Ongoing
Admin Specialist	2	Dept in Pre-Hire Processing
Admin Coordinator	2	Eligibility List Established
Library Clerk	1	Recruitment Pending
Recycling Ranger	1	On Hold/Pending proposed budget reclassification
Municipal Services Officer	1	Eligibility List Established
Senior Building Inspector	1	Eligibility List Established/Dept Head Reviewing
Community Services Officer II	2	Recruitment Pending

Planning Technician	1	Filled May 19, 2025
Recreation Coordinator	1	Eligibility List Established
TOTAL VACANCIES	21	

The law also requires the City to identify any obstacles to the recruiting process that may preclude the positions being filled in a timely manner. At this time, the position of Human Resources Analyst (Recruitment) is currently vacant. The Human Resources Department has proposed a Decision Package in the upcoming budget to reclassify this vacant position before filling it. While this vacancy creates a temporary obstacle to the timely filling of positions, the Human Resources Department has been able to remain competitive with other agency metrics despite this position being unfilled. At any given time, the HR Department is recruiting for approximately 40 positions. The average time to hire, from job posting to hiring, is 6 weeks, which continues to be a competitive metric in the current labor market.

CITY OF REDONDO BEACH
Budget Response Report**#53****June 3, 2025****Question:**

How does the City's Vehicle and Heavy Equipment Replacement Program work and what City vehicles and equipment are scheduled for replacement by the Public Works Department in the 2025-2026 Fiscal Year?

Response:

The Vehicle Replacement Fund (VRF) was established by the City during the 1983-84 Fiscal Year. It is a best management practice tool that allows the City to efficiently replace and maintain vehicles and equipment. The purpose of the Vehicle and Heavy Equipment Replacement Program is to evaluate, maintain, and replace vehicles and equipment on a schedule that optimizes their usefulness, avoids major repairs and periods of downtime, and captures ongoing technological improvements in vehicle safety, efficiency, and performance. The Public Works Department manages the City Fleet and there is a dedicated Fleet Maintenance Team consisting of one Maintenance Supervisor, two Senior Mechanics, one Mechanic, and one Equipment Service Worker. A Senior Management Analyst in the Public Works Department manages the tracking, purchasing, disposition, and regulatory compliance for all vehicles listed in the VRF. Most Redondo Beach City vehicles have historically been replaced every 4 to 12 years, depending on vehicle type and function, with an aggregate cost between \$1,000,000 and \$1,500,000 each year.

Staff is recommending budgeting for the regular replacement of 14 vehicles/equipment in FY 2025-26 through Decision Package #51 at an estimated cost of \$1,331,814. These units have reached the end of their planned lifecycle and are scheduled for replacement. The 14 vehicles/equipment for the Public Works Department consist of one roller for the Streets Division, five electric carts for the Pier Division, one forklift and one pickup truck for the Fleet Division, and one van for the Facilities Division. In addition, there are three trucks and two generators previously approved by City Council that staff was unable to acquire in FY 2023-24 or FY 2024-25 due to supply chain issues. The table below lists the planned replacement schedule:

Vehicle Replacement Fund - Decision Package #51								
Unit	Year	Description	Assigned	Dept	Fund Balance Per Unit	Estimated Auction Value	Additional Funding Needed	Total Funding Per Unit
340	2004	BOBCAT ROLLER	STREETS	PW	\$ 59,093	\$ 2,000		\$ 61,093
861	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 10,890	\$ 500	\$ 6,500	\$ 17,890
862	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 15,092	\$ 500	\$ 2,400	\$ 17,992
863	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 10,890	\$ 500	\$ 6,500	\$ 17,890
864	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 10,890	\$ 500	\$ 6,500	\$ 17,890
899	2017	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 10,890	\$ 500	\$ 6,500	\$ 17,890
364	2003	CAT RC60 FORKLIFT	FLEET SERVICES	PW	\$ 79,633	\$ 2,000		\$ 81,633
20	2013	FORD TRANSIT CONNECT	BUILDING	PW	\$ 33,505		\$ 2,000	\$ 35,505
103	2009	FORD F-250 PICKUP-EQ	FLEET	PW	\$ 38,367			\$ 38,367
Units Previously Approved by Council - Funding re-appropriation request								
333	2006	CHEVROLET CC7500 CNG DUM	STREETS	PW	\$ 199,938	\$ 4,000		\$ 203,938
350	2006	GMC TC 7500 CNG KNUCKLE B	STREETS	PW	\$ 291,990	\$ 4,000		\$ 295,990
200	2006	GMC TC 7500 INSULATED MAN	STREETS	PW	\$ 283,546	\$ 4,000		\$ 287,546
G-1	1999	CATEPILLAR 3306 GENERATOR	SEWER	PW	\$ 159,632			\$ 159,632
G-3	2000	MQ POWER DCA-25SSIU	SEWER	PW	\$ 28,560		\$ 50,000	\$ 78,560
								\$ 1,331,814

Table 1: FY2025-26 Proposed Vehicle Purchases

In addition, Decision Package #51 seeks authorization to pursue/initiate the purchase of two replacement Fire Department Vehicles, Paramedic Squad Units #135 and #136, which are not due for replacement until FY 2026-27 in FY 2025-26. These units are subject to long lead/assembly times, so authorizing the purchase now allows the build to begin in order to meet the retirement date of the current vehicles. Staff will return to Council to request an appropriation from the VRF when the build specifications are completed.

Finally, Decision Package #51 addresses the recommendation to take a Parks Division vehicle planned for replacement and instead purchase a Pier scrubber unit to assist with newly installed paver maintenance and cleaning on International Boardwalk. The additional funding request for this unit (in addition to the amount appropriated for the Parks truck) is \$15,660. The total recommendation for all units is a one-time VRF appropriation of \$1,347,474.

Fleet Operations and Purchasing in FY 2024-25

In FY 2024-25, Public Works staff continued to face supply chain challenges and significant delays throughout various stages of vehicle procurement and maintenance. While the availability and delivery times for passenger and mid-sized vehicles have improved, lead times for larger, specialized vehicles, remain prolonged. Upfitting timelines, and associated costs, have continued to increase over the past year, particularly for the specialized units serving Police, Fire, and Public Works Departments. Overall, costs related to vehicle acquisition, contractor services, upfitting, fuel, parts, and supplies have either continued to rise or remain at historically high levels.

After-market upfitting is essential for many of the specialty vehicles that make up the majority of the City Fleet, particularly those utilized by Police, Fire, and Public Works. However, ongoing shortages in parts and labor among upfitting vendors—combined with high demand for these services—have resulted in significant delays in preparing vehicles for service after delivery from the manufacturer. Extended upfit timelines are prompting Departments and Fleet staff to reconsider vehicle procurement strategies, aiming to align new vehicle orders more closely with the end of the existing Unit's life cycle.

Public Works continues to work towards transitioning to zero-emission vehicles (ZEVs) where it is feasible. However, evolving regulations, particularly the California Air Resources Board (CARB)'s Advanced Clean Fleet (ACF) purchasing requirements, pose significant challenges for Fleet procurement. Despite recent exemptions granted to commercial fleet operators, government agencies remain subject to strict ACF compliance timelines. Key challenges include a limited availability of ZEVs suitable for purchase, the complexity of upfitting ZEVs for use as specialty vehicles, and the significantly higher costs of ZEVs, which place additional strain on the Vehicle Replacement Fund. Further obstacles include delays and expenses associated with charging infrastructure projects, as well as the need for training and preparation of maintenance staff to safely service and support zero-emission vehicles.

Vehicle Purchase Status

The FY 2024-25 Budget included authorization for the purchase of 19 vehicles. The status of the procurement of those vehicles is listed below:

FY 24-25 Vehicle Replacement Update					
Unit	Model Year	Current Make/Model	Division	Dept.	Status
600	2012	DODGE RAM CHARGER ADMIN	ADMIN	P	ORDERED CY25 DELIVERY
688	2018	HONDA ODYSSEY VAN	INVESTIGATIONS	P	DELIVERED- BUILD
296	2013	TORO GROUNDMASTER	PARKS	PW	ON HOLD
297	2013	TORO GROUNDMASTER	PARKS	PW	ON HOLD
667	2021	FORD UTILITY Equipped	PATROL	P	ORDERED CY25 DELIVERY
668	2021	FORD UTILITY Equipped	PATROL	P	ORDERED CY25 DELIVERY
669	2021	DODGE DURANGO Equipped	PATROL	P	ORDERED CY25 DELIVERY
670	2021	DODGE CHARGER Equipped	PATROL	P	ORDERED CY25 DELIVERY
674	2021	DODGE CHARGER Equipped	PATROL	P	ORDERED CY25 DELIVERY
677	2021	FORD UTILITY Equipped	PATROL-WC	P	ORDERED CY25 DELIVERY
654	2016	FORD UTILITY K-9 Equipped	PATROL-K-9	P	ORDERED CY25 DELIVERY
655	2016	FORD UTILITY K-9 Equipped	PATROL-K-9	P	ORDERED CY25 DELIVERY
656	2016	FORD UTILITY K-9 Equipped	PATROL-K-9	P	ORDERED CY25 DELIVERY
657	2016	FORD UTILITY K-9 Equipped	PATROL-K-9	P	ORDERED CY25 DELIVERY
690	2017	HONDA AFRICA TWIN	PATROL-TRAFFIC	P	ORDERED CY25 DELIVERY
691	2017	HONDA AFRICA TWIN	PATROL-TRAFFIC	P	ORDERED CY25 DELIVERY
692	2016	HONDA AFRICA TWIN	PATROL-TRAFFIC	P	ORDERED CY25 DELIVERY
379	2007	INGERSOLL RAND ROLLER	STREETS	PW	DELIVERED
207	2011	FORD F-350 1-TON PICKUP	PARKS	PW	PROPOSED REPLACE AS PIER SCRUBBER

Table 2: Vehicles Approved for Purchase in FY 2024-25 Budget

The following 11 units were ordered prior to FY 2024-25 and were delivered and put into service in FY 2024-25:

<u>FY24-25 Prior Year Orders Delivered- In Service</u>					
UNIT	YEAR	DESCRIPTION	ASSIGNED	DEPT	PURCHASE PRICE
660	2024	DODGE DURANGO	PATROL	P	\$ 77,952
661	2024	DODGE DURANGO	PATROL	P	\$ 77,952
644	2024	FORD INTERCEPTOR	PATROL	P	\$ 78,080
662	2024	DODGE DURANGO	PATROL	P	\$ 81,766
666	2024	DODGE DURANGO	PATROL	P	\$ 81,766
375	2024	AIRLESCO SURE STRIPE 3350	STREETS	PW	\$ 5,803
326	2009	GAPVAX COMBINATION JETTER	SEWER	PW	\$ 785,152
121	2024	SEAGRAVE	FIRE PUMPER	FD	\$ 1,143,253
241	2025	FORD MAVERICK	PARKS	PW	\$ 34,663
G-14	2024	CATERPILLAR D100-8S GENERA	FIRE STATION 1	F	\$ 90,487
261	2025	FORD MAVERICK	PIER	PW	\$ 34,005
					\$ 2,490,879.66

Table 3: Vehicles delivered in FY2024-25

The following 13 vehicles were ordered prior to FY 24-25 and are in various stages of procurement, manufacturing, upfitting, and are anticipated to be delivered in FY 2025-26:

<u>Prior Fiscal Year Orders Awaiting Delivery</u>					
679	2025	F-550 4WD	PATROL- SWAT	P	BUILD
137	2008	CHEVROLET TAHOE-EQ	HARBOR PATROL	F	DELIVERED- BUILD
104	2024	DODGE RAM	OPS-SPEC-SRVS	F	BUILD
648	2025	FORD INTERCEPTOR	PATROL	P	ORDERED
678	2025	FORD INTERCEPTOR	PATROL	P	ORDERED
672	2025	FORD INTERCEPTOR	PATROL	P	ORDERED
675	2025	FORD INTERCEPTOR	PATROL	P	ORDERED
620	2016	FORD UTILITY	INVESTIGATIONS SIU	P	DELIVERED- BUILD
622	2017	DODGE DURANGO SUV SIU	INVESTIGATIONS-SIU	P	DELIVERED- BUILD
808	1975	SEAWAY	HARBOR PATROL	F	DELIVERED- BUILD
348	2025	F-150 LIGHTNING	BUILDING	PW	ORDERED
349	2025	F-150 LIGHTNING	UPLANDS-MAINT	PW	ORDERED
322	2024	F-750 (CNG)	BUILDING	PW	BUILD

Table 4: Vehicles Ordered Awaiting Delivery

Vehicle Replacement Fund Model

The Vehicle Replacement Fund is comprised of multiple funding sources, including the General Fund, Sewer Fund, Building Occupancy Fund, Harbor Fund, and other sources. Each vehicle is assigned for a specific use and charged against the appropriate fund using the approved replacement formulas. The replacement formula is based on two main components of the VRF, maintenance and operations, along with approved vehicle replacement timelines.

Vehicle Replacement Fund Balance

In the FY 2025-26 Proposed Budget, the expected starting VRF fund balance is \$5,706,653. After City Manager recommendations and Decision Packages, the estimated FY 2025-26 end of year fund balance is \$6,018,899. This includes all proposed revenues from the various Departments and all capital and operating Fleet Division expenditures for FY 2025-26. Additional information can be found in the FY 2025-26 Proposed Budget - Financial Summaries - Summary of Estimated Revenues, Appropriations, and Fund Balance Changes with City Manager Recommendations.

Fleet Maintenance and Operations Budget

With regards to the funding of the maintenance and operations component, each Department is charged based on the fuel consumption and internal labor costs associated with vehicles assigned to the respective departments. Funding is transferred into the Vehicle Replacement Fund and is appropriated annually into the Fleet Operating Budget. Funding covers personnel, overhead, fuel, preventative maintenance and operations, and major repair costs.

Vehicle Replacement Funding

A depreciation formula is used to develop funding estimates for the replacement of the vehicles and equipment. First, the replacement value is calculated by taking the purchase price of the vehicle, multiplying it by a 3% annual compounding rate to account for inflation, and then aggregating that compounding amount over the life cycle of the vehicle/equipment. The replacement value is then evenly divided for the duration of the vehicle's life span to calculate the annual amount. Below is a simplified example of the calculation for the vehicle replacement component.

Vehicle	Purchase Price	Life Span	Replacement Value (3% compounding rate)	Annual Amount
Administrative Sedan	\$ 50,000	12	\$ 71,288.04	\$ 5,940.67

Table 5: Sample Vehicle Replacement Calculation

If the life span of a vehicle is decreased, the estimated replacement value also decreases as the model anticipates less inflationary costs. However, that replacement value is now amortized over fewer years and the annual savings required must rise accordingly.

Historically, this model has accrued enough monies to ensure that no additional, or accelerated internal service charges, are necessary to fund the planned vehicle/equipment replacements. In the last four years, with rapidly escalating vehicle purchase prices, as well as rising outfitting and equipment costs, it has been necessary for the Public Works Department to request supplementary funds when purchases are presented to Council for consideration. This additional funding covers the delta between the funding saved for a unit and the new purchase price. This has been particularly significant for vehicles with a longer life span, vehicles that require major after-market upfitting (e.g. Police Patrol units), and for compressed natural gas (CNG) or ZEV vehicles.

Covering the funding gap means drawing funding from savings gained from other units in the Vehicle Replacement Fund fleet. In order to maintain the savings associated with all units, and to be able to make purchases at the end of the units' replacement lifecycle, adjustments are generally made at Mid-Year to replenish the VRF.

In the FY 2024-25 VRF Budget Response Report, it was noted that the VRF will require ongoing, careful management, and periodic adjustments to keep pace with increasing costs, shifting environmental regulations, and market dynamics. As the Fleet Division manages these challenges, one-time funding infusions towards vehicles purchases will likely be necessary to cover increased replacement costs associated with new vehicle types.

Fleet replacement strategies that rely on historical upfitting timelines are becoming increasingly outdated. Adjustments to purchasing schedules may be needed to ensure vehicles are procured, upfitted, and ready for service within the planned timeframe. Upfitting delays have caused some vehicles to enter service 12 to 18 months late. Decision Package #51 recommends starting the purchase process early to replace Paramedic Squad Units #135 and #136. Although these units are not scheduled for replacement for another two years, current procurement and build timelines range from 2 to 3 years. Authorizing the purchase now will help ensure that the new units are available and service-ready when the existing vehicles reach the end of their operational life in FY 2026-27. An appropriation from the VRF will be requested and brought to City Council for consideration when the vehicle specs are more developed and the specific purchase price is better known.

City staff continue to monitor both the existing fleet and industry developments in order to make accurate recommendations regarding the continuing management of the VRF. Looking forward, the VRF will continue to require regular adjustments to address changing environmental regulations and dynamic market conditions.

CITY OF REDONDO BEACH

Budget Response Report

#54

June 3, 2025

Questions:

How does the City's Information Technology Equipment Replacement Program work, and what equipment is recommended for replacement in the 2025-2026 Fiscal Year?

Response:

The City's Information Technology (IT) Equipment Replacement Program was established in FY 2005-06 as a way to keep the City's technological infrastructure up to date and to minimize failures and workplace disruption due to unreliable, outdated, or failing computer hardware and software. Since the program's implementation, the City has maintained a robust and reliable technological infrastructure.

During each mid-year budget discussion, IT staff review the equipment replacement schedule and add or remove equipment. Staff extends or reduces the lifespan based on the condition of the equipment or in response to changes in the technological cycle, or due to the presence of emerging technologies. For example, instead of replacing the aging on-site telephone system, the City funded the implementation of a cloud-based telephony service. At times, equipment is replaced for reasons other than reaching the end of its lifespan, such as technological advances or the inability of the equipment to run updated software.

The replacement schedule is based on the estimated useful lives of the equipment across a 10-year rolling period. The replacement value is calculated using a 3.5% compounded rate against the purchase price of the equipment, software, and services for the respective number of years assigned to the equipment's life span.

Each fiscal year, an IT Internal Service Annual Rental charge is assessed to each department for the replacement of technological equipment (these charges are independent of the IT Internal Service Fund charges for personnel and maintenance, and operations). The number of departmental computers, computer-related equipment, telephones, and telecom-related items is used to allocate equipment that cannot be identified directly to a department. The total annual charge (beginning in FY 2006-07) has ranged from approximately \$220,000 to \$736,000, depending on the equipment included in the replacement schedule at that point in time. The charge has trended downward over time as we move from capital equipment expenses to subscription-based and cloud services.

FY 2025-26 Equipment Replacement

Each fiscal year, a budget Decision Package is recommended for Council consideration to allocate funds from the IT Replacement Fund to the IT Internal Service Fund for equipment replacement. Equipment is only recommended for replacement when it is fully funded, and the funds to pay for the FY 2025-26 IT replacement program are currently fully accrued in the IT Replacement Fund.

The amount requested to be allocated each fiscal year depends on which equipment is scheduled to be replaced. It can be more or less than the annual departmental rental charge. The following table details the previous years' allocations approved by the City Council from the IT Equipment Replacement Fund to the IT Internal Service Fund:

FY 2025-26 (proposed)	\$239,460
FY 2024-25	\$400,021
FY 2023-24	\$192,359
FY 2022-23	\$211,245
FY 2021-22	\$432,695
FY 2020-21	\$1,133,086
FY 2019-20	\$234,385
FY 2018-19	\$427,712
FY 2017-18	\$105,710
FY 2016-17	\$543,700

The following are some examples of enterprise-wide, mission-critical systems that have benefited from the replacement program:

- Data Network Infrastructure (2006, 2013, 2021)
- Telecommunications System (2006, 2012, 2021, 2023)
- Public Safety Computer Aided Dispatch and Records Management Systems (2005, 2010, 2015, 2021)
- Network perimeter firewalls (2010, 2016, 2024)
- Network Equipment Battery Backup (2011, 2015, 2019, 2025)
- High speed document imaging scanners (2010, 2014, 2016, 2019, 2025)

An appropriation from the IT Equipment Replacement Fund (fully funded for FY 2025-26) to the Information Technology Internal Service Fund (Decision Package #18) is necessary to implement the FY 2025-26 IT replacement program. Below is a listing of technological equipment scheduled for replacement in FY 2025-26 and the estimated costs that make up the requested \$239,460:

Information Technology

- Dell Server (Physical Domain Controller) \$ 8,908
 - Acquired in 2020. Equipment will be ~6 years old upon replacement.
- MVIX Digital Sign Players \$ 10,534
 - Acquired in 2017. Equipment will be ~5 years old upon replacement.
- Non-Leased Printers \$ 28,688
 - Acquired in 2017. Equipment will be ~ 5 years old upon replacement.
- Server Virtualization Equipment (Rubrik) \$103,500
 - Acquired in 2024. Annual payment, cost spread over 3x years.

Fire

- MDC Replacement – 13ea. \$ 28,500
 - Acquired between 2016 and 2018. Equipment will be between 7 and 9 years old upon replacement.

Community Development

- Inspector iPads – 4 Ea. \$ 4,131
 - Acquired in 2021. Equipment will be ~5 years old upon replacement.

Public Safety

- MDC Replacement \$ 25,000
 - Acquired between 2016 and 2018. Equipment will be between 7 and 9 years old upon replacement.
- Dell Server (CAD Interface Server) \$ 8,033
 - Acquired in 2021. Equipment will be ~5 years old upon replacement.
- Dell Server (CJIS Server) \$ 8,033
 - Acquired in 2021. Equipment will be ~5 years old upon replacement.

Public Works

- Cradlepoint Modems – 13ea \$ 14,133
 - Acquired in 2020. Equipment will be ~6 years old upon replacement.

CITY OF REDONDO BEACH

Budget Response Report

#55

June 3, 2025

Question:

What are the public safety and traffic control costs to close Catalina Avenue between Ave I and Vista Del Mar for pedestrian oriented special events? How much additional parking revenue was generated in Riviera Village in 2024 as a result of the change to the Holiday free parking waiver period?

Response:

To safely secure Catalina Avenue for pedestrian use between Vista Del Mar and Ave I, the roadway would need to be secured with barricades. For past events, the City has used Southern California Barricades to place water-filled barricades. The cost to secure the area of Catalina Avenue between Avenue I and Vista Del Mar with the water-filled barricades is approximately \$5,200 per event. The street closure also requires preparation of a traffic plan coordinated by the Redondo Beach Police Department (RBPB) and the Public Works Department's Engineering Services Division, with staff time costing approximately \$1,000 (one-time cost with updates as needed).

A road closure would also require the presence of RBPB personnel. The current cost for an officer is \$150 an hour (*\$158/hour if the proposed update to the Police Master Fee Schedule in DP #1 is approved*). With two officers assigned for a 10-hour day, the total cost would be roughly \$3,000. The Redondo Beach Fire Department also requires ingress and egress into the closed areas. To facilitate this, a Police vehicle is strategically placed to block the roadway and act as a staffed access point to allow the Fire Department immediate access into the area, as needed. This setup costs an additional \$1,500.

Closing down vehicle access to Catalina Avenue would also result in a loss of parking meter revenue. There are 23 meters along this stretch of Catalina Avenue, which can generate up to \$460 of revenue in a 10-hour period (\$46 per hour). Listed costs for Police personnel and lost meter revenue are scalable based on the duration of an event. The total cost for these items, at current personnel rates, is \$11,160.

Water-filled Barricades	\$5,200
Traffic Plan	\$1,000
Police Personnel (3)	\$4,500 (10 hours)
Meter Revenue Loss	\$460 (10 hours)
Total Cost	\$11,160

Riviera Village Holiday Parking Fee Waiver

As part of the FY 2024-25 Budget, the City Council reduced free parking in the Riviera Village during the holidays from three weeks to one week. Free parking was offered starting on Christmas Eve and ran through New Year's Day. The following table shows the difference in December revenue for the 398 parking meters and 536 parking spaces in Riviera Village between the 2023-24 and 2024-25 Fiscal Years.

	FY 2023-24	FY 2024-25	VARIANCE
Riviera Village Meter Revenue	\$4,820	\$96,230	\$91,410

A portion of this variance may also be attributed to the FY 2024-25 increase in the hourly parking meter rate from \$1.50/hour to \$1.75/hour, which represents a 17% adjustment. Taking this into account, the net revenue increase is estimated to be \$75,870 (\$37,935 per week).

CITY OF REDONDO BEACH Budget Response Report

#56

June 10, 2025

Question:

When did the City last update Seaside Lagoon Fees? What are options to increase these fees, and what revenue could this generate?

Response:

The current Seaside Lagoon entrance fees are listed in Table 1 and were last updated in July 2023. At that time, a \$1 increase was implemented across all daily entrance fee categories.

Table 1: Current Entry Fees

Description	Current Fee	2024 Admission	2024 Revenue
Adult (18+)	\$9	22,639	\$203,751
Child (2-17)	\$7	23,509	\$164,563
Group rate (weekday only)	\$6/child \$7/adult	7,011	\$42,066
Season Pass	Individual \$88 Senior \$39 Family \$165 Additional \$33	Individual 2 Senior 4 Family 72 Additional 10	\$12,542

The table below summarizes the projected additional revenue, based on a \$1 increase to each daily entrance fee category and marginal increases to the various Season Pass rates.

Table 2: Proposed Entry Fees with Projected Revenue

Description	Proposed New Fee	Projected Attendance	Additional Revenue
Adult (18+)	\$10	22,639	\$22,639
Child (2-17)	\$8	23,509	\$23,509
Group rate (weekday only)	\$7/child \$8/adult	7,011	\$7,011
Season Pass	Individual \$90 Senior \$40 Family \$190 Additional \$35	Individual 2 Senior 4 Family 72 Additional 10	\$1,828

If the Seaside Lagoon entrance fees are increased to the levels indicated in Table 2, the City projects additional ongoing revenue of roughly \$55,000 per year, which would cover the cost of reclassifying the Recreation Coordinator position to a Recreation Supervisor position as presented in BRR #59 (\$40,939.21).

CITY OF REDONDO BEACH Budget Response Report

#57

June 3, 2025

Question:

How many preferential parking zones does the City maintain? How many permits are issued in each of the zones? What are the current permit fees and when were they last adjusted? What is the estimated cost to maintain and enforce the preferential parking program?

Response:

Preferential Parking zones are established by the City Council resolutions for the benefit of adjacent residents, and subject to the provisions set forth in Redondo Beach Municipal Code (RBMC) Title 3, Chapter 7, Article 17 “Preferential Parking.” The zones are designated based on findings that certain conditions impede the availability of reasonable and convenient parking for adjacent residents. The City Council has designated 10 Preferential Parking Zones, listed below.

Zone	Hours	Permits Issued
1300 block Clark Lane	6:00am-6:00pm daily	24
Esplanade (East side only)	24-hours daily	698
400-500 blocks Ave F	10:00pm-3:00am daily	203
400-500 blocks Ave G / Ave H	8:00pm-3:00am daily	842
800 block Knob Hill (South side only)	24-hours daily	18
500-600 blocks Phelan Lane/ 2400 block Fisk Lane	8:00am-6:00pm Mon-Fri	82
2500 block Rockefeller Lane	7:00pm-6:00am daily	89
Vincent Area 1	9:00am-4:00pm Mon-Fri	204
Vincent Area 2	2:00pm-10:00pm Mon-Fri 8:00am-10:00pm Sat	620
Holiday (Kingsdale/Firmona/Condon Aves, West of South Bay Galleria)	10:00am-8:00pm daily Nov-Dec	Vary
Total Permits		2,780

Permit Fees and Expiration

Preferential Parking Permits are issued and renewed on a calendar year basis. The current cost is \$16 per year. The most recent price adjustment occurred with the Police Master Fee Schedule Update in FY 2024-25, when the fee was increased by \$1. At that time, City Council also increased the parking meter permit fee from \$110 to \$175 annually.

The proposed Police Master Fee Schedule Update for FY 2025-26 (DP#1) would increase the Preferential Permit fee to \$17 annually. Each \$1 fee increase generates roughly \$2,780 in additional annual revenue.

There is no fee associated with the Holiday Permit for residences west of the Galleria during the months of November and December each year.

Residents are allowed one permit for each noncommercial vehicle registered to their residence. Each dwelling is also allowed to purchase up to two guest permits. One-day daily visitor permits are also available. Non-resident property owners are allowed one guest permit annually for the property owner's personal use.

Permit Type	Current Fee	Term
Preferential Permit	\$16.00/year	Jan 1 to Dec 31
Plastic Hanger (Optional)	\$2.91	N/A
Holiday Permit	Free	Nov 15 to Dec 31
Parking Meter Permit	\$175.00/year	Nov 1 to Oct 31

Program Maintenance and Enforcement Costs

Annual General Fund revenue generated by Preferential Parking Permits is approximately \$45,000 from sales and an additional \$23,000 from citations for violations.

The staff time to manage and enforce the City's ten designated Preferential Parking Zones far exceeds the level of current revenue. The process is manual, requiring residents to submit applications in person at City Hall. Significant staff time is then spent across multiple departments verifying eligibility documents and issuing permits. Additionally, the annual material cost for the decals alone averages \$2,700. Enforcement is conducted during the Municipal Services Unit's routine operations, resulting in approximately 600 citations issued annually for parking without a permit in a Preferential Parking Zone.

The Police Department recently issued a Request for Proposal (RFP) for a new Parking Citation Management system that would have the capability to incorporate a preferential Parking Permit Management solution. This would streamline the submittal, review, and issuance process, significantly reducing the staff time required to administer the program. Residents would be able to apply online and upload supporting documents, rather than having to complete the tasks in-person. City staff would be able to review all applications through the online portal and issue permits. The estimated annual cost of implementing this service is \$8,000.

CITY OF REDONDO BEACH
Budget Response Report**#58****June 10, 2025****Question:***What would it cost to trim the palm trees on Artesia Boulevard every year?***Response:**

The City's contract for tree trimming services with West Coast Arborists calls for trees in certain key corridors and parks to be trimmed every two years. The 168 palm trees along Artesia Boulevard are included in this category. The cost for trimming a palm tree, including two feet of skinning old fronds and sheaths, is \$78 per year. Servicing all of the 168 palm trees on Artesia Blvd. would cost an additional \$13,104 during off-contract years.

CITY OF REDONDO BEACH

Budget Response Report

#59

June 10, 2025

Question:

What is the cost to add a Supervisor Position to the Recreation Services Division of the Community Services Department?

Response:

The Community Services Department's Recreation Services Division (Division) is currently staffed by one Recreation Manager, one Senior Recreation Coordinator, five Recreation Coordinators, one Office Coordinator, and one Office Specialist. This team oversees a broad range of services, including senior and family programs, youth and teen activities, City facility reservations, special event coordination, afterschool and summer programming, City holiday events, passport services, the user pay program, quarterly newsletter, Wilderness Park, Alta Vista Tennis Center, sports fields, adult leagues, and the Seaside Lagoon.

Due to the increasing growth and success of these programs, the Division is facing operational challenges. Recreational programming is highly dynamic and requires intensive, hands-on management. The ability to respond quickly to staff absences, illnesses, and other day-to-day issues is essential to maintaining service continuity. Currently, only the Recreation Manager is available to handle after-hours, weekend, holiday events, and emergency staffing needs, as the Memorandum of Understanding (MOU) negotiated with the bargaining unit representing all other full-time staff restricts their availability during these times. The attached organizational chart illustrates the limited management hierarchy, which leads to high demand being placed on the Recreation Services Manager.

The current staffing model significantly burdens the Recreation Manager and future growth in the Division is becoming increasingly unsustainable. Without additional supervisory capacity, the Division cannot effectively enhance its offerings by supporting new initiatives or adapting to evolving community needs.

One option to cost effectively address this concern, assuming the City wants to continue to expand its level of Recreation programming, is to convert one, currently vacant, Recreation Coordinator position to a Recreation Supervisor position. The vacant Coordinator position is primarily assigned to overseeing Seaside Lagoon operations and is funded through the Lagoon's Tidelands Account. The responsibilities of this position, due to the vacancy, are currently being covered by the Recreation Services Manager.

If the Recreation Supervisor position were to be created, it would oversee the Lagoon and could support the Division's other complex operations, which include eight full-time staff and approximately 175 part-time staff, as needed. The Recreation Services Manager would then be able to focus on the Division's daily operational demands. Additionally, reclassifying the Coordinator position to Recreation Supervisor would:

- Provide additional supervisory coverage during absences and high-volume periods
- Strengthen personnel management and team support
- Improve Division responsiveness, consistency, and overall program quality
- Enhance the Division's high-level planning and organizational development, including the rollout of key initiatives, including the expansion of teen programming, continued growth of After School Program, the implementation of Perry Park Teen Center rentals, and the possible addition of tennis tournament programming at Alta Vista Park. The additional leadership capacity would ensure these projects can be executed in a more timely and effective manner

The reclassification would result in an ongoing cost of \$40,939.21 annually. The change would create a more sustainable staffing model, reinforce public confidence in City services, and enhance the City's ability to deliver high-quality, community-aligned recreation programming.

As outlined in BRR #56, a \$1 increase in daily entry fees and a modest adjustment to the cost of seasonal passes at Seaside Lagoon would generate an additional \$55,000 in annual revenue. This additional funding could be used to offset the cost of the Coordinator to Supervisor reclassification.

Recreation Manager																			
Recreation Coordinator		Rec Coordinator	Rec Coordinator		Office Coordinator	Office Specialist	Recreation Manager	Sr. Recreation Coordinator			Recreation Manager	Rec Coordinator- VACANT (Rec Manager Filling In)		Rec Coordinator		Recreation Manager			
Afterschool Program	Summer Camps	Sports	Senior Programs	Community Events	Office Operations		Farmer's Market	Wilderness Park	AVCC	Sailing	Teens	Seaside Lagoon	Contracted Classes*	Passports	Facilities	Newsletter & Promo Materials	Social Media & Promotions	Additional Programs	Administration
2 PT Staff	1 PT Staff	PT Gym Staff	2 PT Staff				Contracted	PT Staff	2 PT Staff	PT Staff	PT- Program Coordinator	3 PT Onsite Supervisors	1 PT Staff	2 PT Staff	1 PT staff	2 PT Staff		PT STAFF	
RecTrac	RecTrac	Adult Sports: Softball/ Volleyball/ Basketball	Classes	Halloween	Customer Service	Customer Service	Contracted Service	Reservations/ Camp Coordination	Court Reservations	Sailing membership	Teen Center	Summer Operations	RecTrac - Administrator	passport processing	Facility Reservations	Newsletter Design & publication	Social Media Content & Management	Preppyk/ Kinderstarter	Public Works
Daily operations - 8 sites	5 City Camps	Contracted Officials	Excursions	Community Picnic	Activity Registration/ RecTrac	Activity Registration/ RecTrac	Weekly Revenue Entry	Overnight Reservations	Rentals	Boat Maintenance	Teen events/programs	Daily Balancing	Independent Contractor Agreements		RecTrac support	Ads/ Flyers		Knob Hill Volleyball Camp	IT service requests
Staff/Program Management	Staff/Program Management	Aviation Gym/Track/ Field	Clubs @ facilities	Egg Hunt	Time Card entry	Senior Family Services Classes		Family Camp Night	Daily Balancing	Sailing Instruction		Year round large Party Rentals	ICA Proposals		Bounce House				Payroll Approvals
School Year Camps	Liaison - Contracted Camps	Parks/Field rentals/ contracts	Senior Lunch	Senior Events	Munis/Invoice Payments	Munis/Invoice Payments			Rec Trac support			Chlorine Management	Contractor Rosters						Approvals for Munis/ Purchasing
Special Event staff		Banners	Resource Guide	Senior Dance	Daily Balancing	Contracted Class assistance*							Contractor Invoices						Facility Alarm codes/permits
			Health Fair		Sectran/Safe/ Postage	Facility Keys							Class Content Communication - quarterly						Coordinating & Leading City Special Event Meetings
					Office equipment/ Supplies	Cash pick up Farmer's Market													RecTrac - manage and administrator
					Artesia Facility														Youth Commission
																			Website Maintenance

Department Glossary

Dept. Abbreviation	Full Name
CCO	City Clerk's Office
CT	City Treasurer
CA	City Attorney
CM	City Manager
IT	Information Technology
HR	Human Resources
FS	Financial Services
PD	Police Department
FD	Fire Department
LIB	Library
CS	Community Services
CD	Community Development
WED	Waterfront and Economic Development
PW	Public Works



Administrative Report

L.3., File # 25-0852

Meeting Date: 6/17/2025

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

TITLE

PUBLIC HEARING TO CONSIDER PROPOSED USER FEE AMENDMENTS FOR THE COMMUNITY DEVELOPMENT; COMMUNITY SERVICES; POLICE; AND PUBLIC WORKS DEPARTMENTS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-045, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE POLICE DEPARTMENT USER FEES

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-043, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT USER FEES

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-046, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE PUBLIC WORKS DEPARTMENT USER FEES

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-044, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE COMMUNITY SERVICES DEPARTMENT USER FEES

PROCEDURES:

- a. Open Public Hearing and take testimony;
- b. Close the Public Hearing; and,
- c. Adopt by title only Resolution Nos. CC- 2506-043, CC- 2506-044, CC- 2506-045 and CC- 2506-046

EXECUTIVE SUMMARY

The City strives to maintain the community's quality of life by providing excellent municipal services. The City regularly reviews City fees to assess whether the established rates reflect the cost to deliver the services to the community, and thus ensure that the City can maintain desired service levels over time. This item proposes fee adjustments for the Community Development, Community Services, Police, and Public Works Departments.

The impact of proposed fee increases are included in the Proposed FY 2025-26 Budget, with descriptions included in Decision Packages #1 and #2 (Police), #4 (Community Development), #5 (Public Works), and #3, #37, and #42 - #45 (Community Services). For discussion purposes, this item also summarizes additional fee changes presented through Budget Response Reports (BRRs), and existing, approved fees which the City does not currently charge, or has not fully implemented.

BACKGROUND

Staff regularly reviews City fees to ensure they accurately reflect current service delivery costs. Staff proposes adjustments for fees associated with services provided by the following Departments:

- Police
- Community Development
- Public Works
- Community Services

These fee increases are presented with the Proposed Budget in Decision Packages as noted above.

Fees Presented in FY 2025-26 Decision Packages:

Police Department

As presented in Decision Package #1, staff recommends a 5% increase to Police Department fees, and a targeted increase for alarm permit fees to align with current rates in neighboring municipalities. The 5% increase would apply to various permits and services provided by the Police Department, as well as parking violations. The increase does not include parking meter permits. The specific fee adjustments are included in the proposed master fee schedule.

Recommended fee increases would result in an estimated ongoing increase to General Fund Revenue of \$152,231.

As presented in Decision Package #2, staff recommends an increase to hourly parking meter rates. In FY 2024-25, City Council approved a two-year fee increase to hourly parking meter rates, which resulted in sustained revenue beyond the projected estimate. This fee includes an additional increase to the hourly rate effective FY 2025-26. The specific fee adjustments are included in the proposed master fee schedule. With this Decision Package, staff also recommends increased appropriations to cover increased credit card transaction fee costs associated with greater parking meter payments.

Recommended fee increases would result in an ongoing estimated General Fund revenue increase of \$665,725. Offset by a recommended ongoing General Fund expenditure appropriation of \$180,143, this leads to a net General Fund increase of \$485,582.

Community Development Department

As presented in Decision Package #4, staff recommends a 6.7% increase to Community Development Building Division fees to adjust for FY 2025-26 average Community Development staff

salary and fringe benefit increases. The increase reflects Council-approved MOU adjustments designed to help the City attract and retain qualified personnel. The proposed increase is a measured approach to generating the necessary revenue to offset rising personnel costs, while striving to minimize the financial impact on applicants and developers. New fees are included in the proposed master fee schedule.

Recommended fee changes result in an estimated ongoing increase to General Fund revenue of \$304,359.

Public Works Department

As presented in Decision Package #5, the recommended new Annual Utility Permit Fee reflects staff time necessary to manage a permit program, developed in coordination with utility companies, that expedites permit issuance for routine maintenance work. City staff and Southern California Edison (SCE) piloted the program in 2024, and based on this experience established the City staff time required to implement the program.

Staff also recommends an increase to the Electric Vehicle Charging Overstay Fee (after 4 hours) from \$1.50 to \$2.00 per hour to align with hourly parking rates paid throughout the City.

Recommended fee changes result in an estimated ongoing increase to General Fund revenue of \$16,500 and an ongoing increase to Vehicle Replacement Fund revenue of \$100.

Community Services Department

As presented in Decision Package #3, the Community Services Department rental rate adjustments for the Redondo Beach Performing Arts Center (RBPAC) are intended to better align pricing with market rates, while being mindful of rental clients who continue to face financial challenges. Staff recommends an incremental fee increase as follows: 1) Commercial/Regular Rates: 3% annually for three consecutive years, and 2) Non-Profit Rates: 5% annually for three consecutive years. If approved, staff projects additional facility rental revenue of \$13,368 in FY 2025-26. Staff proposes that Council approve expenditure adjustments in the same amount of estimated revenue to cover previously unfunded costs.

Recommended fee changes result in an estimated ongoing General Fund revenue and expenditure increase of \$13,368 for a net zero impact in FY 2025-26. Staff expects future years to generate revenue for the General Fund as additional annual increases take effect.

As presented in Decision Package #37, staff recommends implementing a \$60 non-refundable annual registration fee for after-school program participants, consistent with common practice for similar programs. Staff recommends increasing appropriations by the amount of estimated revenue to extend part-time staff hours to ensure consistent leadership, enhance program oversight, and improve overall quality across all school sites.

Recommended fee changes would result in an estimated ongoing General Fund revenue increase of \$34,500, which would be offset by proposed expenditure increases, resulting in a net neutral impact to the General Fund.

As presented in Decision Package #44, staff recommends use of the Teen Center for private rentals,

including associated fees, to provide accessible, high-quality spaces and maximize the use of public resources. Staff recommends a \$5,000 appropriation along with proposed fees to support the staff time needed to manage the space.

Recommended fee increases result in an ongoing estimated General Fund revenue increase of \$30,000. With the proposed ongoing General Fund appropriation of \$5,000 in staff time to support rental activity, this results in a net \$25,000 General Fund revenue increase.

As presented in Decision Package #45, the Community Services Department proposes new youth and adult tennis tournaments and associated fees at the Alta Vista Tennis Center. This initiative responds to community interest for more recreational tennis opportunities that encourage both engagement and friendly competition. Staff also recommends a related \$15,000 appropriations increase for expenses related to tournaments.

Recommended fee increases result is an ongoing estimated General Fund revenue increase of \$30,000, which, offset by \$15,000 appropriation, leading to a net \$15,000 positive General Fund impact.

In addition to the items presented as Decision Packages and shown in the attached fee schedules, staff presented the City Council with information on additional fee changes in response to Council requests through BRRs, as detailed below:

Fees Discussed in BRRs

Redondo Beach Performing Arts Center Surcharge (BRR #33)

As requested through this BRR, staff presents options for fees to support facility upgrades and general upkeep for the building, at 2% of total fees (\$20,110); 3% of total fees (\$30,165), and 5% of total fees (\$50,276). Staff recommends a 3% surcharge as a way to begin collecting funds while being mindful of the impact of such a charge in addition to the rate increases proposed through Decision Package #3 discussed above.

Seaside Lagoon Entrance Fees (BRR #56)

As requested through this BRR, staff has presented the impact of a \$1 increase to each daily entrance fee category, following the City's last increase in 2023. Staff estimates additional annual ongoing revenue of approximately \$55,000. This revenue would accrue to the Harbor Tidelands Fund.

Preferential Parking (BRR #57)

As requested through this BRR, staff presented the City's current preferential parking zones and rates, including the date of the City's last fee update, which was in FY 2024-25. Staff estimates that each \$1 fee increase generates roughly \$2,780 in additional annual revenue. Annual General Fund revenue from preferential parking Preferential Parking Permits is approximately \$45,000 from sales and an additional \$23,000 from citations for violations. These revenues are offset by the costs to manage and enforce the program.

Existing, Approved Fees for Further Discussion / Action

In budget discussions, staff and City Council have identified existing, approved fees for which the

City has not fully implemented:

Harbor Patrol Services. Harbor Patrol currently provides storage, towing, and personnel services. However, staff not implemented a billing program to charge for these services. Initiating consistent billing for these services could yield additional revenue to the Harbor Tidelands Fund.

EMS 911 Response Fee (Pre-Hospital Paramedic Assessment Fee). The City Council originally adopted this fee in 2010, and approved an increase to the fee in FY 2023-24. However, implementation of the fee requires approval of a billing policy and collection program which has not yet occurred. A discussion regarding implementation of the fee is scheduled as a stand-alone item as part of the June 17, 2025 City Council meeting agenda.

The proposed fee increases, and any further changes to City fees included in the City Council's final budget motion, should be reflected in the Fee Resolutions associated with this item and be approved to take effect on July 1, 2025.

COORDINATION

The City Manager's Office and the Finance, Community Development, Public Works, Police, and Community Services Departments participated in preparing the proposed fee amendments. The Resolutions were approved as to form by the City Attorney's Office.

A Public Hearing Notice was published in the Easy Reader, at City Hall, and on the Financial Services webpage.

FISCAL IMPACT

The estimated impact of the fee changes proposed through the recommended Budget Decision Packages is summarized below. The impact of other possible fee changes will depend on the City Council's final budget motion.

Department	Fund	Estimated Additional
Community Development Department	General Fund	304,359
Public Works Department	General Fund	16,500
Police Department	General Fund	637,813
Community Services Department	General Fund	40,000
Total General Fund		\$998,672
Public Works Department	Vehicle Replacement Fund	100
Total Other Funds		\$100
GRAND TOTAL		\$1,378,789

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2506-045 Amending Police Department User Fees including Exhibit A -

Proposed Master Fee Schedule, Police Department Adjustments

- Reso - No. CC-2506-043 Amending Community Development Department User Fees including Exhibit A - Proposed Master Fee Schedule, Community Development Department Adjustments
- Reso - No. CC-2506-046 Amending Public Works Department User Fees including Exhibit A - Proposed Master Fee Schedule, Public Works Department Adjustments
- Reso - No. CC-2506-044 Amending Community Services Department User Fees including Exhibit A - Proposed Master Fee Schedule, Community Services Department Adjustments

RESOLUTION NO. CC-2506-045

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, AMENDING THE
POLICE DEPARTMENT USER FEES**

WHEREAS, the City Council of the City of Redondo Beach is responsible for ensuring the continued financial viability of City of Redondo Beach ("City") operations by providing an ongoing review of the cost of providing City services, the cost effectiveness of those services and the recovery of those costs reasonably borne in providing those services; and

WHEREAS, sections of the Municipal, State or Uniform Codes make provisions for the imposition of various fees; and

WHEREAS, the City has the authority to impose fees to defray the costs of providing services; and

WHEREAS, an amendment to the Police department user fees was approved following a public hearing held before the City Council on the 17th day of June, 2025.

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

SECTION 1. Certain user fees of the Police department are hereby amended as provided in Exhibit A to compensate the City for the costs of providing the services, mitigating an impact arising from those services, or both, as described in this resolution. Exhibit A is attached hereto and incorporated by this reference as set forth herein.

SECTION 2. All applicable fees and charges may be adjusted annually by taking into consideration the change in the Consumer Price Index, market conditions, funding subsidies and historical costs. Fees shall be adjusted only when the amount is able to be round to a whole dollar increment. Requests for services rendered on or after the effective date of this resolution, as stated in Section 3, shall be based on the new rate regardless of when scheduling and/or payment is made. At no time shall the City charge more for a fee than the cost of providing the service.

SECTION 3. Amended fees under this resolution shall be effective July 1, 2025.

SECTION 4. The Mayor and City Council of the City of Redondo Beach do hereby find and determine that the amount of fees amended and established herein are reasonable, do not exceed the cost to the City of the services provided, are required to defray the cost of providing the services, and are not levied for general revenue purposes.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2506-045 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 17th day of June, 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:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

**POLICE MASTER FEE SCHEDULE****EXHIBIT A****Resolution No: x****Effective Date: July 1, 2025**

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Alarms -- Security and Fire					
False Alarm					
3 - 5 in a 12-Month Period	Police	Yes	113.00	108.00	Response
6 - 8 in a 12-Month Period	Police	Yes	227.00	216.00	Response
9 and Subsequent in a 12-Month Period	Police	Yes	452.00	430.00	Response
Permit Application					
New and Renewal	Police	Yes	30.00	12.00	Each - Yearly
Revocation/Secondary Permit	Police	Yes	115.00	110.00	Each - Yearly
Bicycle License 1	Police	No	N/A	N/A	Each
Booking and Processing Prisoners 2	Police	No	N/A	N/A	
Adult	Police	No	N/A	N/A	Person
Juvenile	Police	No	N/A	N/A	Person
Prisoner Property Storage	Police	No	N/A	N/A	Month
Court Committal Fee	Police	No	N/A	N/A	Day
Fingerprinting					
Fingerprint Card	Police	No	N/A	N/A	Each
Livescan Service	Police	Yes	29.00	27.00	Person
Permits					
Concealed Weapon (CCW) - New And Re-Issue	Police	No	500.00	500.00	Each
Concealed Weapon (CCW) - Renewal	Police	No	200.00	200.00	Each
Solicitor /Gun Dealer	Police	Yes	104.00	99.00	Each
Taxi Permit (Good For Three Years)	Police	No	N/A	N/A	Each
Entertainment Permit	Police	No	N/A	N/A	Each
Entertainment Permit Renewal	Police	No	N/A	N/A	Each
Massage Permit	Police	No	N/A	N/A	Each
Massage Permit Renewal	Police	No	N/A	N/A	Each
Film Permit - Administrative Processing	Police	No	N/A	N/A	Each
Beekeeping Permit (Annual)	Police	Yes	51.00	49.00	Each
Photographs					
Prints (Any Size)	Police	No	N/A	N/A	Photo
Additional Prints	Police	No	N/A	N/A	Photo
Process Fee - Digital	Police	No	N/A	N/A	CD
Processing Fee - Prints	Police	No	N/A	N/A	Set
Report Copies					

**POLICE MASTER FEE SCHEDULE****EXHIBIT A****Resolution No: x****Effective Date: July 1, 2025**

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Arrest / Crime / Traffic Accident Report – Up To 10 Pages	Police	Yes	23.00	22.00	Report
Arrest / Crime / Traffic Accident Report – 11 Or More Pages	Police	Yes	23.00	22.00	Report
Subpoenaed Records Assessed Per 1563 Evidence Code	Police	No	Per Code	Per Code	Per Code
Stand-by Service					
Sworn Personnel	Police	Yes	158.00	150.00	Hour/Person
Non-Sworn Personnel	Police	Yes	79.00	75.00	Hour/Person
Vehicle					
Impound 30-Day Hold And DUI "Surcharge"	Police	Yes	372.00	355.00	Vehicle
Impound Stored/impound Release – All Vehicles	Police	Yes	139.00	132.00	Vehicle
Vehicle Ticket Signoff	Police	Yes	14.00	13.00	Ticket
Impound and Post Storage Hearing	Police	Yes	79.00	75.00	Each
Miscellaneous					
Clearance Letter	Police	Yes	38.00	36.00	Each
Clearance Letter With Notary	Police	Yes	49.00	47.00	Each
Disturbance Fine – Loud/Unruly Assemblage Response	Police	Yes	162.00	154.00	Incident
Record Search (Regular And Specialized) Processing/Reproduction ³	Police	Yes	34.00	32.00	1/2 Hour
Administrative Fee (Notice Processing)	Police	Yes	131.00	125.00	Person
Late Payment Fee	Police	Yes	28.00	27.00	Incident
Noise Variance	Police	Yes	83.00	79.00	Each
Alcohol Business Investigation	Police	Yes	239.00	228.00	Each
Municipal Enforcement Fees					
Animal Control					
Boarding Of Dog Until Retrieval	Police	Yes	50.00	48.00	Per Day or Portion
Impound Of Dog:					
First Time	Police	Yes	82.00	78.00	Violation
Second Time	Police	Yes	93.00	89.00	Violation
Third And Subsequent Times	Police	Yes	187.00	178.00	Each
Dangerous Dog License Fee	Police	Yes	87.00	83.00	Each
Parking					
Oversized Vehicle					
Registration of Oversize Vehicle of Redondo Beach Resident where Vehicle Registered in Redondo Beach	Police	Yes	23.00	22.00	One Time
Registration of Oversize Vehicle of Redondo Beach Resident where Vehicle Not Registered in Redondo Beach	Police	Yes	35.00	33.00	One Time
Permit for Out of Town Visitor to Redondo Beach Resident for Stay up to Seven Days	Police	Yes	17.00	16.00	Each

POLICE MASTER FEE SCHEDULE
EXHIBIT A
Resolution No: x
Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Parking Permits (Residential - Annual)	Police	Yes	17.00	16.00	Each
Plastic Permit Hanger	Police	No	Actual	Actual	Each
Riviera Village Employee Parking Permit (Annual)	Police	No	70.00	70.00	Each
Parking Meter Permit (Annual)	Police	No	175.00	175.00	Each

NOTE: A deposit of 50% of the estimated service fee may be requested prior to performing a service, at the discretion of the Records Supervisor or his/her designee.

³; 1/2 Hour Minimum



POLICE DEPARTMENT CIVIL PENALTIES MASTER SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Miscellaneous Municipal Code Violations 4					
Meter Expired	Police	Yes	79.00	75.00	Violation
No Current Registration Tag	Police	Yes	42.00 / 10.00	40.00 / 10.00	Violation
Disabled Placard - Administrative Fee	Police	Yes	26.00	25.00	Violation
Disabled Only In Space	Police	Yes	347.00	330.00	Violation
Disabled Only Blocking Space	Police	Yes	320.00	305.00	Violation
Disabled Only Crowding, On Lines	Police	Yes	320.00	305.00	Violation
Commercial Vehicle Weight	Police	Yes	68.00	65.00	Violation
Truck Parking - 90 Minutes	Police	Yes	84.00	80.00	Violation
Access SVC Rt. To Be Kept Clear	Police	Yes	84.00	80.00	Violation
Oversized Vehicle Parking in Violation of 3-7.2102 on City Streets or in Violation of 3-7.2114 in City Parking Lots	Police	Yes	145.00	138.00	Violation
WITH THE EXCEPTION OF THE MUNICIPAL CODE VIOLATIONS LISTED ABOVE, OR	Police	Yes	42.00	40.00	Violation
OTHERWISE BY RESOLUTION OF THE CITY COUNCIL, REDONDO BEACH MUNICIPAL	Police	Yes	42.00	40.00	Violation
CODE PARKING VIOLATIONS ARE FORTY DOLLARS PLUS THE PENALTY	Police	Yes	42.00	40.00	Violation
ASSESSMENTS OF THE GOVERNMENT CODE AND ANY DELINQUENT PENALTIES	Police	Yes	42.00	40.00	Violation
An assessment of \$13.00 shall be added to each parking penalty pursuant to State Statute and \$.50 to allow for DMV holds.⁵	Police	Yes	13.50	13.00	Violation
Delinquent parking penalties for parking citations that are not paid or contested within 40 days of issuance	Police	Yes	35.00	33.00	Violation
REMOVED: Delinquent parking penalties for parking citations that are not paid or contested within 55 days of issuance	Police	Yes	0.00	0.00	Violation
Lien penalty if the parking citation goes to collection	Police	Yes	26.00	25.00	Violation
An additional penalty of \$2.00 for every \$10.00 or fraction thereof shall be assessed for violations of the handicapped parking	Police	No	2.00/10.00	2.00/10.00	Violation

⁴ The civil penalty for each equipment violation upon proof of the correction to the processing agency, shall be reduced to ten dollars (\$10).



POLICE DEPARTMENT CIVIL PENALTIES MASTER SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
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⁵ An assessment of \$13.00 is added to each parking penalty except equipment related vehicle code sections, pursuant to Government Code Sections 76000(b), 76100, and 70372(b) as follows: \$2.50 for the Courthouse Construction Fund, \$2.50 for the Criminal Justice Facilities Construction Fund, \$1.50 for the Court Facilities Construction Fund, \$3.00 for the Critical Needs Facilities Construction Fund, \$3.00 for the Trial Court Trust Fund and \$.50 to allow for DMV holds.

RESOLUTION NO. CC-2506-043

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, AMENDING THE
COMMUNITY DEVELOPMENT DEPARTMENT USER
FEES**

WHEREAS, the City Council of the City of Redondo Beach is responsible for ensuring the continued financial viability of City of Redondo Beach ("City") operations by providing an ongoing review of the cost of providing City services, the cost effectiveness of those services and the recovery of those costs reasonably borne in providing those services; and

WHEREAS, sections of the Municipal, State or Uniform Codes make provisions for the imposition of various fees; and

WHEREAS, the City has the authority to impose fees to defray the costs of providing services; and

WHEREAS, an amendment to the Community Development department user fees was approved following a public hearing held before the City Council on the 17th day of June, 2025.

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

SECTION 1. Certain user fees of the Community Development department are hereby amended as provided in Exhibit A to compensate the City for the costs of providing the services, mitigating an impact arising from those services, or both, as described in this resolution. Exhibit A is attached hereto and incorporated by this reference as set forth herein.

SECTION 2. All applicable fees and charges may be adjusted annually by taking into consideration the change in the Consumer Price Index, market conditions, funding subsidies and historical costs. Fees shall be adjusted only when the amount is able to be round to a whole dollar increment. Requests for services rendered on or after the effective date of this resolution, as stated in Section 3, shall be based on the new rate regardless of when scheduling and/or payment is made. At no time shall the City charge more for a fee than the cost of providing the service.

SECTION 3. Amended fees under this resolution shall be effective July 1, 2025.

SECTION 4. The Mayor and City Council of the City of Redondo Beach do hereby find and determine that the amount of fees amended and established herein are reasonable, do not exceed the cost to the City of the services provided, are required to defray the cost of providing the services, and are not levied for general revenue purposes.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2506-043 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 17th day of June, 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:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Planning Division					
Administrative Design Review					
Additions, TI Improvements, New ADU/JADU, NSFR	Planning	Yes	741.00	695.00	Each
New Development Containing 2-15 Units on a Lot	Planning	Yes	2,518 Plus 734.00 Per Unit	2,360.00 Plus 688.00 Per Unit	Each
Multi-Family Residential	Planning	Yes	2,518 Plus 734.00 Per Unit	2,360.00 Plus 688.00 Per Unit	Each
Non-Residential Under 10,000 Square Foot Floor Area	Planning	Yes	5,761.00	5,400.00	Each
Non-Residential Over 10,000 Square Foot Floor Area	Planning	Yes	14,468.00	13,560.00	Each
Overlap Parking	Planning	Yes	1,222.00	1,145.00	Each
Appeals					
Appeal of Decision by Director to Planning Commission ²	Planning	Yes	587.00	550.00	Each
Appeal of Administrative Design Review/Decision by Director to Planning Commission	Planning	Yes	587.00	550.00	Each
Appeal of Administrative Design Review to Planning Commission for New Development Containing 2-3 Units on a Lot	Planning	Yes	784.00 Plus 784.00 Per Unit (To be Paid by Applicant)	735.00 Plus 735.00 Per Unit (To be Paid by Applicant)	Each
Appeal of Planning Commission Decision to City Council	Planning	No	25% of Original Application Fee to a Max of 500.00	25% of Original Application Fee to a Max of 500.00	Each
Business License Administrative Appeal	Planning	Yes	587.00	550.00	Each
Change of Land Use District/Zoning Map Amendment					
Property Outside City's Coastal Zone	Planning	Yes	5,876.00	5,507.00	Each
Property Within City's Coastal Zone	Planning	Yes	8,579.00	8,040.00	Each
Coastal Development Permit					
Public Hearing Waiver 3	Planning	Yes	363.00	340.00	Each
Public Hearing	Planning	Yes	1,712.00	1,605.00	Each
Conditional Use Permit					
Category 1 - All Uses Except Multi-Family Residential	Planning	Yes	3,422.94	3,208.00	Each
Category 2 - Multi-Family Residential and Condominium Projects	Planning	Yes	3,422.00 Plus 1,435.00 Per Unit	3,208.00 Plus 1,345.00 Per Unit	Each
Category 3 - Condominium Conversion	Planning	Yes	3,422.00 Plus 1,435.00 Per Unit	3,208.00 Plus 1,345.00 Per Unit	Each
Development Agreement	Planning	Yes	2,208.00 Plus Contract Cost	2,069.00 plus Contract Cost	Each
Environmental Review Fees					
Initial Study and Negative Declaration	Planning	Yes	2,208.00 Plus Contract Cost	2,069.00 plus Contract Cost	Each
Initial Study and Mitigated Negative Declaration	Planning	Yes	2,379.00 Plus Contract Cost	2,230.00 plus Contract Cost	Each
Environmental Impact Report (EIR)	Planning	No	Actual Cost	Actual Cost	Each



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Contract Administration Charge for EIR Consultant	Planning	Yes	2,208.00	2,069.00	Each
Supplemental Fee for Environmental Analysis Based on Prior EIR or Master/Program EIR	Planning	Yes	1,963.00	1,840.00	Each
Plan Check Fees ⁴					
New Development	Planning	No	50% of Building Permit Fee	50% of Building Permit Fee	Each
Additions of Floor Area to Existing Development	Planning	No	50% of Building Permit Fee	50% of Building Permit Fee	Each
Commercial Tenant Improvements	Planning	No	10% of Building Permit Fee	10% of Building Permit Fee	Each
Structures Other Than Buildings (ADR OTHER) (e.g., Fences, Walls, Signs)	Planning	Yes	122.00	115.00	Each
Planned Development Review					
In Conjunction With Establishment of Overlay Zone ⁵	Planning	Yes	5,876.00	5,507.00	Each
In Conjunction With Establishment of Overlay Zone Within the City's Coastal Zone ⁵	Planning	Yes	8,579.00	8,040.00	Each
Addition/Substantial Alteration to an Existing Development ⁶	Planning	Yes	1,712.00	1,605.00	Each
Planning Commission Design Review					
Review of New Construction					
Multi-Family Residential	Planning	Yes	3,430.00	3,215.00	Each
Non-Residential Under 10,000 Square Foot Floor Area	Planning	Yes	3,430.00	3,215.00	Each
Non-Residential 10,000 - 49,999 Square Foot Floor Area	Planning	Yes	13,764.00	12,900.00	Each
Non-Residential 50,000 Square Foot or More Floor Area	Planning	Yes	27,529.00	25,800.00	Each
Planning Re-Inspection Fee	Planning	Yes	245.00	230.00	Each
Prior Discretionary Approval					
Amendment	Planning	Yes	1,712.00	1,605.00	Each
Extensions ⁷	Planning	Yes	734.00	688.00	Each
Subdivisions					
Parcel Map	Planning	Yes	1,712.00	1,605.00	Each
Tract Map	Planning	Yes	2,657.00	2,490.00	Each
Lot Line Adjustment	Planning	Yes	1,712.00	1,605.00	Each
Other Planning Fees					
Variance	Planning	Yes	3,414.00	3,200.00	Each
Modification	Planning	Yes	9,812.00	920.00	Each
Administrative Use Permit (AUP) Fee for Personal Improvement Services	Planning	Yes	1,712.00	1,605.00	Each
Wireless Telecommunications Facilities Supplemental Application	Planning	Yes	3,425.00 Plus 1,424.00 Per Supplemental Application	3,210.00 Plus 1,335.00 Per Supplemental Application	Each
Zoning Compliance Report	Planning	Yes	245.00	230.00	Each
Planning/Zoning Code W/Cover	Planning	Yes	0.18	0.17	Each
Planning/Zoning Code Yearly Supplements	Planning	Yes	0.18	0.17	Each



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
General Plan	Planning	Yes	59.00	55.00	Each
Harbor/Civic Center Specific Plan	Planning	Yes	19.00	18.00	Each
Temporary Use Permit	Planning	Yes	245.00	230.00	Each
Temporary Use Permit for Watersport Instruction and Equipment Rental	Planning	Yes	1,067.00	1,000.00	Each/Per Month
Temporary Banners - Private Property (Temporary - Does Not Include Deposit)	Planning	Yes	75.00	70.00	Each
Massage Permit Application Fee					
Business Location	Planning	Yes	293.00	275.00	Each
Entertainment Permit					
Level I	Planning	Yes	389.00	365.00	Each
Level II	Planning	Yes	859.00	805.00	Each
Renewal - Level I and Level II	Planning	Yes	219.00	205.00	Each
Tobacco Retail Permits					
Tobacco Retail Permit	Planning	Yes	277.00	260.00	Each
Preservation Fees					
Landmark Designation or District Addition	Planning	No	No charge	No charge	Each
Certificate of Appropriateness- Restoration or Addition	Planning	No	No charge	No charge	Each
Mills Act Contracts	Planning	No	No charge	No charge	Each
Historic Variance	Planning	Yes	2,742.00	2,570.00	Each
Certificate of Appropriateness - Demolition or List Removal	Planning	Yes	5,522.00	5,175.00	Each
Plan and Data Maintenance Fees					
General Plan	Planning	No	100,000.00 Per Year - 1.70 Per 1,000.00 Valuation	100,000.00 Per Year - 1.70 Per 1,000.00 Valuation	Each
Building Division					
Miscellaneous Fees/Charges					
Address Change	Building	Yes	1,199.00	1,123.38	Each
Certificate of Occupancy	Building	No	Included in Permit Fee	Included in Permit Fee	Each
Certificate of Occupancy (Temporary)	Building	No	Deposit Required as determined by Chief Building Official	Deposit Required as determined by Chief Building Official	Each
Appeals of Administrative Decision Board of Appeals "Uniform Codes, Disabled Access Appeals Board"	Building	Yes	700.00	655.75	Each
Deputy Inspector Certification Registration	Building	Yes	198.00	185.98	Each



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Grading Refundable Bond	Building	No	Bond Amount Determined by Chief Building Official	Bond Amount Determined by Chief Building Official	Each
Job Card Replacement	Building	Yes	126.00	118.25	Each
Report of Residential	Building	Yes	157.00	147.28	Each
Report of Residential – Expedited Additional Fee	Building	Yes	247.00	231.13	Each
State Energy Plan Check Fee	Building	No	25% of Building Check Fee as Allowed by Section 25402.0 of Public Resources Code	25% of Building Check Fee as Allowed by Section 25402.0 of Public Resources Code	Each
Construction Site Sign	Building	Yes	102.00	95.68	Each
Contractor Transfer Fee	Building	Yes	31.00	29.03	Each
Inspection Fees					
Inspection Outside Normal Business Hours (Minimum 2 – Hour Charge)	Building	Yes	144.00	135.45	Per Hour
Re-Inspection Fees Assessed Under Provisions of Section 305(G)	Building	Yes	229.00	215.00	Flat Rate
Inspections for Which No Fee is Indicated (Minimum 1 – Hour Charge)	Building	Yes	211.00	197.80	Per Hour
Plan Check/Review Fees ¹					
Plan Review Fee/Plan Review Revision Fee	Building	Yes	100% of Building Permit Fee and for Revisions 157.00 Per Hour	100% of Building Permit Fee and for Revisions 147.00 Per Hour	Each
Plan and Permit Retention Fee	Building	Yes	1.40	1.29	Per Page
Accelerated Plan Review	Building	No	50% of Plan Check Fee	50% of Plan Check Fee	Each
Disability Plan Review and Permit Fees	Building	No	10% of Building Permit Fee	10% of Building Permit Fee	Each
CalGreen Plan Review	Building	No	10% of Building Permit Fee	10% of Building Permit Fee	
Grading Plan Check/Review Fees					
50 Cubic Yards or Less	Building	Yes	163.00	152.65	Each
51 to 100 Cubic Yards	Building	Yes	247.00	231.13	Each
101 to 1,000 Cubic Yards	Building	Yes	409.00	383.78	Each
1,001 to 10,000 Cubic Yards	Building	Yes	518.00	485.90	Each
10,001 to 100,000 Cubic Yards	Building	Yes	685.00 for the First 10,000 Cubic Yards Plus 163.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	642.00 for the First 10,000 Cubic Yards Plus 153.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	Each
100,001 to 200,000 Cubic Yards	Building	Yes	2,151.00 for the First 100,000 Cubic Yards Plus 111.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	2,016.00 for the First 100,000 Cubic Yards Plus 104.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	Each
200,001 Cubic Yards or More	Building	Yes	3,097.00 for the First 200,000 Cubic Yards Plus 108.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	2,903.00 for the First 200,000 Cubic Yards Plus 101.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	Each



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Plan Check Fees					
Electrical Plan Check Fee (1 Hour Minimum)	Building	Yes	100% of Electrical Permit Fee or 157.00/Hour	100% of Electrical Permit Fee or 147.00/Hour	Each
Mechanical Plan Check Fee (1 Hour Minimum)	Building	Yes	100% of Mechanical Permit Fee or 157.00/Hour	100% of Mechanical Permit Fee or 147.00/Hour	Each
Plumbing Plan Check Fee (1 Hour Minimum)	Building	Yes	100% of Plumbing Permit Fee or 157.00/Hour	100% of Plumbing Permit Fee or 147.00/Hour	Each
Shoring Plan Check Fee (1 Hour Minimum)	Building	Yes	100% of Shoring Permit Fee or 157.00/Hour	100% of Shoring Permit fee or 147.00/Hour	Each
Permits					
Permit Issuance Fee	Building	Yes	63.00	59.13	Each
Technology Surcharge Fee	Building	No	\$0.0025 per \$1 dollar valuation	\$0.0025 per \$1 dollar valuation	Each
After Hours Permit	Building	Yes	94.00	88.15	Each Day
Building Moving Permit (Within City, to City or From City)	Building	Yes	1080.00	1,012.65	Each
Demolition Permit					
Single Family Building	Building	Yes	163.00	152.65	Each
Accessory Building to Single Family Building	Building	Yes	132.00	123.63	Each
All Other Buildings	Building	Yes	227.00	212.85	Each
Transfer Fee Permit (In Addition to Issuance Fee)	Building	Yes	31.00	29.03	Each
Building Permits					
Total Valuation					
\$ 1 to 500	Building	Yes	63.00	59.13	Each
\$ 501 to 2,000	Building	Yes	74.00 for First 500 + 10.00 for Each Addl 100 or Fraction Thereof	69.00 for First 500 + 10.00 for Each Addl 100 or Fraction Thereof	Each
\$ 2,001 to 25,000	Building	Yes	245.00 for First 2,000 + 28.00 for Each Addl 1,000 or Fraction Thereof	230.00 for First 2,000 + 26.00 for Each Addl 1,000 or Fraction Thereof	Each
\$ 25,001 to 50,000	Building	Yes	873.00 for First 25,000 + 21.00 for Each Addl 1,000 or Fraction Thereof	818.00 for First 25,000 + 20.00 for Each Addl 1,000 or Fraction Thereof	Each
\$ 50,001 to 100,000	Building	Yes	1,412.00 for First 50,000 + 16.00 for Each Addl 1,000 or Fraction Thereof	1,323.00 for First 50,000 + 15.00 for Each Addl 1,000 or Fraction Thereof	Each
\$ 100,001 to 500,000	Building	Yes	2,213.00 for First 100,000 + 14.00 for Each Addl 1,000 or Fraction Thereof	2,074.00 for First 100,000 + 13.00 for Each Addl 1,000 or Fraction Thereof	Each
\$ 500,001 and Up	Building	Yes	7,714.00 for First 500,000 + 11.00 for Each Addl 1,000 or Fraction Thereof	7,230.00 for First 500,000 + 10.00 for Each Addl 1,000 or Fraction Thereof	Each
Combination Permit for Residential Owner/Builder When Valuation Is Less Than \$20,000.002	Building	No	No Issuance Fee for Plumbing, Electrical and Mechanical Permits	No Issuance Fee for Plumbing, Electrical and Mechanical Permits	Permit



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Shoring Permits					
Up to 500 Cubic Yards	Building	Yes	63.00	59.13	Each
500 Cubic Yards to 2,000 Cubic Yards	Building	Yes	72.00 for the first 500 Cubic Yards plus 10.00 for each additonal 100 cubic yards or fraction thereof	68.00 for the first 500 Cubic Yards plus 9.00 for each additonal 100 cubic yards or fraction thereof	Each
2,000 Cubic Yards to 25,000 Cubic Yards	Building	Yes	256.00 for the first 2,000 Cubic Yards plus 28.00 for each additonal 1,000 cubic yards or fraction thereof	240.00 for the first 2,000 Cubic Yards plus 26.00 for each additonal 1,000 cubic yards or fraction thereof	Each
25,001 Cubic Yards to 50,000 Cubic Yards	Building	Yes	607.00 for the first 25,000 Cubic Yards plus 20.00 for each additonal 1,000 cubic yards or fraction thereof	569.00 for the first 25,000 Cubic Yards plus 19.00 for each additonal 1,000 cubic yards or fraction thereof	Each
50,001 Cubic Yards to 100,000 Cubic Yards	Building	Yes	1,117.00 for the first 50,000 Cubic Yards plus 15.00 for each additonal 1,000 cubic yards or fraction thereof	1047.00 for the first 50,000 Cubic Yards plus 14.00 for each additonal 1,000 cubic yards or fraction thereof	Each
100,001 Cubic Yards to 500,000 Cubic Yards	Building	Yes	1861.00 for the first 100,000 Cubic Yards plus 13.00 for each additonal 1,000 cubic yards or fraction thereof	1744.00 for the first 100,000 Cubic Yards plus 12.00 for each additonal 1,000 cubic yards or fraction thereof	Each
500,001 Cubic Yards or more	Building	Yes	6,903.00 for the first 500,000 Cubic Yards plus 10.00 for each additonal 1,000 cubic yards or fraction thereof	6,470.00 for the first 500,000 Cubic Yards plus 9.00 for each additonal 1,000 cubic yards or fraction thereof	Each
Grading Permits⁹					
50 Cubic Yards or Less	Building	Yes	169	158.03	Each
51 to 100 Cubic Yards	Building	Yes	169	158.03	Each
101 to 1,000 Cubic Yards	Building	Yes	225.00 for the First 100 Cubic Yards Plus 56.00 for Each Addl 100 Cubic Yards or Fraction Thereof	211.00 for the First 100 Cubic Yards Plus 53.00 for Each Addl 100 Cubic Yards or Fraction Thereof	Each
1,001 to 10,000 Cubic Yards	Building	Yes	722.00 for the First 1,000 Cubic Yards Plus 48.00 for Each Addl 1,000 Cubic Yards or Fraction Thereof	677.00 for the First 1,000 Cubic Yards Plus 45.00 for Each Addl 1,000 Cubic Yards or Fraction Thereof	Each
10,001 to 100,000 Cubic Yards	Building	Yes	1,153.00 for the First 10,000 Cubic Yards Plus 46.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	1,081.00 for the First 10,000 Cubic Yards Plus 43.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	Each
100,001 or More Cubic Yards	Building	Yes	1,563.00 for the first 100,000 cubic yards plus 43.00 for each addl 10,000 cubic yards or fraction thereof	1,465.00 for the first 100,000 cubic yards plus 40.00 for each addl 10,000 cubic yards or fraction thereof	Each
Electrical Permits					



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
System Fee Schedule					
New Residential Buildings					
Multi-Family (Apts and Condos) - If Building Has Three or More Living Units, Not Including Garage, Carports and Other Non-Commercial Auto Storage Areas Constructed at the Same Time.	Building	Yes	0.22	0.20	Per Sq. Ft.
Single and Two-Family - If Building Has One or Two Living Units, Not Including Garage, Carport and Other Minor Accessory Constructed at the Same Time.	Building	Yes	0.22	0.20	Per Sq. Ft.
Others - Other Types of Residential Occupancies and Alterations, Additions and Modifications to Existing Residential Structures.	Building	Yes	0.26	0.25	Per Sq. Ft.
Private Swimming Pools					
For New Private, Residential (Single and Multi-Family) In-Ground Pools, Including a Complete System of Necessary Branch Circuit Wiring, Bonding, Grounding, Underwater Lighting, Water Pumping and Related Electrical Equipment.	Building	Yes	136.00	127.93	Each
For Other Types of Swimming Pools, Therapeutic Whirlpools, Spas and Alterations to Existing Swimming Pools.	Building	No	See Unit Fee Schedule	See Unit Fee Schedule	See Unit Fee Schedule
Solar Electric Panel - Residential	Building	Yes	344.00	322.50	Each
Solar Electric Panel - Commercial	Building	Yes	1,043.00	977.18	Each
Carnivals and Circuses ³					
Electric Generators and Electrically Driven Rides	Building	Yes	85.00	79.55	Each
Electrical Lighting for Mechanically Driven Rides and Walk - Through Attractions	Building	Yes	19.00	18.28	Each
Area and Booth Lighting System	Building	Yes	19.00	18.28	Each
Temporary Power Service					
Temporary Power Service Pole or Pedestal, Including All Pole or Pedestal Mounted Receptacle Outlets and Appurtenances	Building	Yes	54.00	50.53	Each
Temporary Distribution System and Temporary Lighting and Receptacle Outlets for Construction Sites, Decorative Light, Christmas Tree Sale Lots, Firework Stands, Etc.	Building	Yes	26.00	24.73	Each
Electrical Permits (Continued)					
Power Apparatus⁴					
Items Rating in HP/ KW					
Up to 1	Building	Yes	19.00	18.28	Each
Over 1 and Not Over 10	Building	Yes	48.00	45.15	Each
Over 11 and Not Over 50	Building	Yes	81.00	76.33	Each
Over 51 and Not Over 100	Building	Yes	163.00	152.65	Each
Over 101	Building	Yes	241.00	225.75	Each
Items Rating In KVA/KVAR					



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025–2026	FY 2024–2025	Unit
E53 Transformer < 75 KVA	Building	Yes	48.00	45.15	Each
E54 Transformer > 75 KVA	Building	Yes	81.00	76.33	Each
Busways – for Trolley and Plug-in Type Busways ⁵	Building	Yes	19.00	18.28	Each
Signs, Outline Lighting and Marquees					
Supplied From One Branch Circuit	Building	Yes	53.00	49.45	Each
Additional Branch Circuits W/I the Same Sign, Outline Lighting System or Marquee Services	Building	Yes	19.00	18.28	Each
Services					
600 Volts or Less and Not Over 200 Amperes in Rating	Building	Yes	63.00	59.13	Each
600 Volts or Less and Over 200 Amperes to 1,000 Amperes in Rating	Building	Yes	181.00	169.85	Each
Over 600 Volts or Over 1,000 Amperes in Rating	Building	Yes	343.00	321.43	Each
Miscellaneous Apparatus, Conduits and Conductors for Which a Permit is Required But No Fee is Set Forth. (This Fee is Not Applicable When a Fee is Paid for One or More Services, Outlets, Fixtures, Appliances, Power Apparatus, Busways, Signs or Other Equipment)	Building	Yes	41.00	38.70	Each
Elevator Permits					
New Installations ⁶					
Passenger or Freight Elevator, Escalator, Moving Walk					
Up to and Including \$40,000 Valuation	Building	Yes	632.00	592.33	Each
Over \$40,000 Valuation	Building	Yes	588.00 Plus 9.45 for Each 1,00 or Fraction Thereof Over 40,00	592.00 Plus 10.00 for Each 1,000.00 or Fraction Thereof Over 40,000.00	Each
Dumbwaiter or Private Residence Elevator					
Up to and Including \$10,000 of Valuation	Building	Yes	81.44	76.33	Each
Over \$10,001 Valuation	Building	Yes	71.00 Plus 10.00 for Each 1,00 or Fraction Thereof Over 10,00	75.00 Plus 10.00 for Each 1,000.00 or Fraction Thereof Over 10,000.00	Each
Unit Fee Schedule (The Following Do Not Include Permit Issuance Fees)					
Lighting Fixtures, Sockets or Other Lamp-Holding Device					
First 20	Building	Yes	3.61	3.39	Each
Additional Fixtures	Building	Yes	1.84	1.72	Each
Pole or Platform-Mounted Lighting Fixtures	Building	Yes	3.61	3.39	Each
Theatrical-Type Lighting Fixtures or Assemblies	Building	Yes	3.38	3.17	Each
Receptacle, Switch and Lighting Outlets at Which Current is Used or Controlled- Except Service Feeders and Meters					
First 20	Building	Yes	3.61	3.39	Each



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Additional Outlets ^{7,8}	Building	Yes	1.84	1.72	Each
Residential Appliances or Receptacle Outlets for Same, Including Wall-Mounted Electric Ovens, Ranges, Console or Through-Wall Air Conditioners, Space Heaters, Food Waste Grinders, Dishwashers, Washing Machines, Water Heaters, Clothes Dryers, Etc. (Includes Motor Operated Appliances Not Exceeding 1HP Rating)	Building	Yes	19.00	18.28	Each
Non-Residential Appliances and Self-Contained Factory-Wired, Non-Residential Appliances Not Exceeding 1HP, Kilowatt, or Kilovolt-Ampere in Rating (Includes Medical and Dental Devices; Food, Beverage, and Ice Cream Cabinets; Illuminated Showcases; Drinking Fountains; Vending Machines, Laundry Machines or Other Similar Types of Equipment)	Building	Yes	19.00	18.28	Each
Mechanical Permits					
System and Unit Schedule					
Air-Handling Unit, Up to and Including 10,000 Cubic Feet Per Minute, Including Ducts Attached Thereto ¹⁰	Building	Yes	31.00	29.03	Each
Air-Handling Unit Over 10,000 CFM ¹⁰	Building	Yes	41.00	38.70	Each
Appliance Vent - Installation, Relocation or Replacement, Each and Not Included in an Appliance Permit	Building	Yes	21.00	19.35	Each
Mechanical Exhaust Hood (Type I)	Building	Yes	88.00	82.78	Each
Mechanical Exhaust Hood (Type II)	Building	Yes	39.00	36.55	Each
Miscellaneous Appliances/Equipment/Electric/Gas	Building	Yes	21.00	19.35	Each
Boiler					
400,000 BTU/Hour or More	Building	Yes	126.00	118.25	Each
Less Than 400,000 BTU/Hour	Building	Yes	78.00	73.10	Each
FAU 100,000 BTU or Over	Building	Yes	49.00	46.23	Each
From 3 to 15 HP - 100,000 to 500,000 BTU	Building	Yes	115.00	107.50	Each
Boiler or Compressor ¹³ Over 100,000 BTU/Hour and Including 500,000 BTU/Hour	Building	Yes	120.00	112.88	Each
Boiler or Compressor ¹³ Over 15 HP to and Including 30 HP or Each Absorption System Over 500,000 BTU/Hour Up to and Including 1 Million BTU/Hour	Building	Yes	130.00	121.48	Each
Boiler or Compressor ¹³ Over 30 HP to and Including 50 HP or Each Absorption System Over 1 Million BTU/Hour Up to and Including 1.75 Million BTU/Hour	Building	Yes	166.00	155.88	Each
Boiler or Compressor ¹³ Over 50 HP or Each Absorption System Over 1.75 million BTU	Building	Yes	244.00	228.98	Each
Evaporation Cooler Other Than Portable Type	Building	Yes	30.00	27.95	Each
Furnace (Forced-Air or Gravity-Type)* Including Ducts and Vents Attached to Such Appliance, Up to and Including 100,000 BTU/Hour	Building	Yes	56.00	52.68	Each
Furnace (As Above) Over 100,000 BTU/Hour	Building	Yes	78.00	73.10	Each
Furnace - Including Vent	Building	Yes	39.00	36.55	Each



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025–2026	FY 2024–2025	Unit
Heater (Suspended, Recessed Wall or Floor–Mounted Units)	Building	Yes	39.00	36.55	Each
Incinerator – Industrial Type	Building	Yes	247.00	231.13	Each
Repair of, or Alteration or Addition to Each Heating Appliance, Refrigeration Unit, Cooling Unit, Absorption Unit or Evaporative Cooling System, Including Installation of Controls Regulated by This Code	Building	Yes	39.00	36.55	Each
Ventilation Fan Connected to a Single Duct	Building	Yes	30.00	27.95	Each
Ventilation System Which is Not a Portion of Any Heating or Air–Conditioning System Authorized by a Permit	Building	Yes	30.00	27.95	Each
Appliance or Equipment Not Regulated by This Code, But Not Classed in Other Appliance Categories, or for Which no Other Fee is Listed in This Code	Building	Yes	30.00	27.95	Each
New Multi–Family	Building	Yes	0.23	0.22	Sq. Ft
New One or Two Family	Building	Yes	0.23	0.22	Sq. Ft
Other Residential Addition, Alteration, Etc.	Building	Yes	0.30	0.28	Sq. Ft
Plumbing Permits					
Abandoned Cesspool / Cap Sewer	Building	Yes	181.00	169.85	Each
Automatic Washer	Building	Yes	26.00	24.73	Each
Bar Sink	Building	Yes	26.00	24.73	Each
Bathtub	Building	Yes	26.00	24.73	Each
Bidet	Building	Yes	26.00	24.73	Each
Cesspool (Where Permitted)	Building	Yes	136.00	127.93	Each
Dishwasher (No Permit Required for Repair or Replacement)	Building	Yes	26.00	24.73	Each
Dishwasher – Commercial / Garbage Disposal	Building	Yes	37.00	34.40	Each
Drinking Fountain	Building	Yes	26.00	24.73	Each
Fixture/Trap/Set of Fixtures on One Trap (Including Water, Drainage Piping, and Backflow Protection)	Building	Yes	30.00	27.95	Each
Floor Drain / Floor Sink	Building	Yes	26.00	24.73	Each
Gas Piping System of One to Four Outlets	Building	Yes	19.00	18.28	Per Outlet
Gas Piping System of Five or More Outlets	Building	Yes	17.00	16.13	Per Outlet
Grease Trap / Interceptor / Clarifier	Building	Yes	64.00	59.13	Each
Kitchen Sink / Kitchen Sink With Garbage Disposal	Building	Yes	26.00	24.73	Each
Laundry Tub or Tray	Building	Yes	26.00	24.73	Each
Lavatory	Building	Yes	26.00	24.73	Each
Miscellaneous	Building	Yes	26.00	24.73	Each
Miscellaneous Electric	Building	Yes	19.00	18.28	Each
Pool / Spa / Heater / Filter System	Building	Yes	72.00	67.73	Each
Private Sewer Disposal System	Building	Yes	179.00	167.70	Each
Rainwater Systems (Inside Building)	Building	Yes	32.00	30.10	Per Drain
Repair / Alter Vent Drain Sewer	Building	Yes	26.00	24.73	Per Drain



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Repipe Per Fixture – First 10 (Each)	Building	Yes	4.00	3.39	Per Drain
Repipe Per Fixture – 11 and Over	Building	Yes	2.00	1.72	Per Drain
Sewer					
Building and Trailer Park – Each	Building	Yes	108.00	101.05	Per Drain
Disposal System	Building	Yes	244.00	228.98	Per Drain
Ejector	Building	Yes	68.00	63.43	Per Drain
Capping	Building	Yes	221.00	207.48	Per Drain
Shower	Building	Yes	26.00	24.73	Per Drain
Solar Plumbing Fee	Building	Yes	81.00	76.33	Per Drain
Shower Pan Replacement	Building	Yes	34.00	32.25	Per Drain
Sink – Commercial	Building	Yes	48.00	45.15	Per Drain
Sprinkler (Lawn) on Any One Meter, Including Backflow Protection Devices	Building	Yes	35.00	33.33	Per Drain
Urinal	Building	Yes	35.00	33.33	Per Drain
Vac Breakers					
Atmospheric – First 10 (Each)	Building	Yes	3.00	3.23	Per Drain
Atmospheric – 11 and Over (Each)	Building	Yes	2.00	1.72	Per Drain
Pressure Type – First 10 (Each)	Building	Yes	9.00	8.60	Per Drain
Pressure Type – 11 and Over (Each)	Building	Yes	5.00	5.11	Per Drain
Reduce Pressure Prin – First 10 (Each)	Building	Yes	26.00	24.73	Per Drain
Reduce Pressure Prin – 11 and Over (Each)	Building	Yes	15.00	14.51	Per Drain
Vent Piping and Drainage Repair or Alteration	Building	Yes	19.00	18.28	Per Fixture
Water Closet	Building	Yes	26.00	24.73	Each
Water Heater Replacement	Building	Yes	26.00	24.73	Each
Water Heater (New)	Building	Yes	48.00	45.15	Each
Water Piping and / or Water-Treating Equipment (Installation / Alteration / Repair)	Building	Yes	26.00	24.73	Each
New Residential Building					
Multi-Family	Building	Yes	0.22	0.20	Sq. Ft.
Single Family and Two Family	Building	Yes	0.22	0.20	Sq. Ft.
Other Residential Alterations, Additions, Etc.	Building	Yes	0.25	0.24	Sq. Ft.
SB 1473 Green Building Standards ¹²					
State mandated fee applied to each Building Permit application. Fee amount is based on valuation.	Building	Yes	\$1 per each \$25,000 of valuation or fraction thereof with a minimum of \$1	1.18	Location
					Location
CA Strong Motion Instrumentation Program Fees (SMIP) ¹³					Location
Residential up to 3-stories	Building	No	0.00013 of Valuation	0.00013 of Valuation	Location
Residential over 3-stories & Commercial	Building	No	0.00028 of Valuation	0.00028 of Valuation	Location



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025–2026	FY 2024–2025	Unit
Other Development Impact Fees					
Park In-Lieu Fees (Quimby Fees)	Building	No	\$25,000 per additional unit built in conjunction with a Tentative Parcel or Tract Map	\$25,000 per additional unit built in conjunction with a Tentative Parcel or Tract Map	Each
Parks and Recreation Facility Fee	Building	Yes	459.00	430.00	Each
Public Art Fee (collected under RBMC 10-6.05)	Planning	No	1% of Building Evaluation above \$250,000	1% of Building Evaluation above \$250,000	

Planning Division
1 Fee Waived for Signs When in Conjunction With a Cup Application – No Longer Needs Planning Commission Review
2 Not Applicable to Appeal of New 2–3 Unit Residential Development
3 If a Public Hearing is Requested, Applicant Must Pay the Balance of the Public Hearing Fee
4 Fee Waived for Zoning Map Amendment and for Planning Commission Design Review
5 Fee Waived for Planning Commission Design Review
6 Fee Credited Toward Other Application Fees If Project Application is Submitted.
7 No Additional Fee Charged for Extensions of Multiple Approvals in Conjunction With the Same Project.
Building Division
1 Additional Plan Review Required By Changes, Additions and/or Revisions to Approved Plans (1/2 Hour Minimum)
2 No Combination Permit Will Be Issued If Construction Starts Without Proper Permit
3 Applies to Carnivals, Circuses or Other Traveling Shows or Exhibitions Using Transportable-Type Rides, Booths, and/or Attractions.
4 Includes Motors Generators, Transformers, Rectifiers, Synchronous Converters, Capacitors, Industrial Heating, Air Conditioning and Heat Pumps, Cooking or Baking Equipment. • for Equipment or Appliances Having More Than One Motor, Transformer, Heater, Etc., the Sum of the Combined Ratings May Be Used. Fees Include Switches, Circuit Breakers Contacts, Thermostats, Relays and Other Directly Related Controls.
5 An Additional Fee Will Be Charged for Lighting Fixtures, Motors and Other Appliances That are Connected to Trolley and Plug-In Type Busways. No Fee is Required for Portable Tools.
6 Installation Fees Include the First Year’s Annual Inspection Fee and Charges for Electrical Equipment or Conveyance Side of Disconnect Switch
7 For Multi-Outlet Assemblies, Each 5 Feet or Fraction Thereof is Considered as One Outlet
8 For Other Types of Air Conditioners and Other Motor–Driven Appliances With Larger Electrical Ratings, See "Power Apparatus"
9 The Fee for a Grading Permit Authorizing Addional Work to That Under a Valid Permit Shall Be: • The Difference Between the Fee Paid for the Original Permit and the Fee Shown for the Entire Project or • The Total Cost to the Jurisdiction, Whichever is Greater. • The Cost Shall Include Supervision, Overhead , Equipment, Hourly Wages and Fringe Benefits of the Employees Involved
10 This Fee Shall Not Apply to an Air Handling Unit Which is a Portion of a Factory–Assembled Appliance for Which a Permit is Required Elsewhere in This Code.
11 Permit Issuance Fee charged for each Reactivation of an expired permit
12 Monies Collected By These Fees Will Be submitted to the State of California Except For 10% retained by the City of Redondo Beach for Administrative Charges and For Code Enforcement Education.



COMMUNITY DEVELOPMENT MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit

RESOLUTION NO. CC-2506-046

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, AMENDING THE
PUBLIC WORKS DEPARTMENT USER FEES**

WHEREAS, the City Council of the City of Redondo Beach is responsible for ensuring the continued financial viability of City of Redondo Beach ("City") operations by providing an ongoing review of the cost of providing City services, the cost effectiveness of those services and the recovery of those costs reasonably borne in providing those services; and

WHEREAS, sections of the Municipal, State or Uniform Codes make provisions for the imposition of various fees; and

WHEREAS, the City has the authority to impose fees to defray the costs of providing services; and

WHEREAS, an amendment to the Public Works department user fees was approved following a public hearing held before the City Council on the 17th day of June, 2025.

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

SECTION 1. Certain user fees of the Public Works department are hereby amended as provided in Exhibit A to compensate the City for the costs of providing the services, mitigating an impact arising from those services, or both, as described in this resolution. Exhibit A is attached hereto and incorporated by this reference as set forth herein.

SECTION 2. All applicable fees and charges may be adjusted annually by taking into consideration the change in the Consumer Price Index, market conditions, funding subsidies and historical costs. Fees shall be adjusted only when the amount is able to be round to a whole dollar increment. Requests for services rendered on or after the effective date of this resolution, as stated in Section 3, shall be based on the new rate regardless of when scheduling and/or payment is made. At no time shall the City charge more for a fee than the cost of providing the service.

SECTION 3. Amended fees under this resolution shall be effective July 1, 2025.

SECTION 4. The Mayor and City Council of the City of Redondo Beach do hereby find and determine that the amount of fees amended and established herein are reasonable, do not exceed the cost to the City of the services provided, are required to defray the cost of providing the services, and are not levied for general revenue purposes.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2506-046 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 17th day of June, 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:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



PUBLIC WORKS MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: X

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Public Works Division					
Management					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	190.12	190.12	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	212.83	212.83	Per/Hour
Street Maintenance					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	112.18	112.18	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	130.82	130.82	Per/Hour
Sewer Maintenance					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	128.62	128.62	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	149.27	149.27	Per/Hour
Harbor/ Pier Maintenance					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	106.59	106.59	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	123.19	123.19	Per/Hour
Parks Maintenance					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	94.39	94.39	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	112.68	112.68	Per/Hour
Building Occupancy (Maintenance)					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	95.52	95.52	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	114.35	114.35	Per/Hour
Fleet Services					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	172.84	172.84	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	193.48	193.48	Per/Hour
Barricades					



PUBLIC WORKS MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: X

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Deposit	PW	No	44.00	44.00	Each 10
Without Flashers	PW	No	3.00/ Per Hour	3.00/ Per Hour	Each
With Flashers	PW	No	4.50/ Per Hour	4.50/ Per Hour	Each
Delivery and Removal Rate - Business Hours - (Two Hour Min.)	PW	No	112.18	112.18	Per/Hour
Delivery and Removal Rate - Non Business Hours - (Two Hour Min.)	PW	No	130.82	130.82	Per/Hour
Asphalt Replacement					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	Per Employee 2	Per Employee 2	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	Per Employee 2	Per Employee 2	Per/Hour
Material	PW	No	Going Market Rate	Going Market Rate	Sq. Foot
Curb/ Gutter Replacement					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	Per Employee 2	Per Employee 2	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	Per Employee 2	Per Employee 2	Per/Hour
Material	PW	No	Going Market Rate	Going Market Rate	Sq. Foot
Driveway Approach (Spandrel)					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	Per Employee 2	Per Employee 2	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	Per Employee 2	Per Employee 2	Per/Hour
Material	PW	No	Going Market Rate	Going Market Rate	Sq. Foot
Sidewalk Construction/ Install/ Remove (4" & 6" Thick Cement)					
Hourly Rate 1/ Per person - Business Hours - (Two Hour Min.)	PW	No	Per Employee 2	Per Employee 2	Per/Hour
Hourly Rate 1/ Per Person - Non Business Hours - (Two Hour Min.)	PW	No	Per Employee 2	Per Employee 2	Per/Hour
Material	PW	No	Going Market Rate	Going Market Rate	Lin. Foot
Solid Waste					
Waste Management Plan Fee (Construction/ Demolition)	PW	No	117.00/ Plan	117.00/ Plan	Each
Performance Deposit (Construction and Demolition)	PW	Yes	3000.00 - 65% of Recycling	3000.00 - 50% of Recycling	Each
Solid Waste Permit (Private Solid Waste haulers)	PW	No	4 % Gross Receipts	4 % Gross Receipts	Each



PUBLIC WORKS MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: X

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Miscellaneous Fees/Charges					
Block Party Barbeque Use Fee	PW	No	100.00	100.00	Each
Electric Vehicle Charging Fees					
Level 2 Charger	PW	No	0.30	0.30	Per KWh
DC Fast Charger	PW	No	0.40	0.40	Per KWh
Overstay Fee (After 4 hours)	PW	Yes	2.00	1.50	Per Hour
Engineering Division					
Inspection Fees 1					
Banner Inspection (Public Right Of Way)	ENG	Remove	Fee Now Under Community Services	Fee Now Under Community Services	Street Block
Engineering Inspection (Minimum 2)	ENG	No	153.00 or 2.5% of Utility Cost (Use Highest)	153.00 or 2.5% of Utility Cost (Use Highest)	Each
Street Closure Inspection	ENG	No	121.00	121.00	Each
Transportation Inspection	ENG	No	114.00	114.00	Each
Inspection Outside Normal Business Hours (Minimum 2 - Hour Charge)	ENG	No	165.00	165.00	per hour
Investigation Fee	ENG	No	153.00	153.00	per hour
Site Visit Fee	ENG	No	153.00	153.00	per hour
Miscellaneous Fees/Charges					
License Agreement Administrative Fee					Each
Bond Service Fee	ENG	No	120.00	120.00	Each
Permits					
Engineering Permit	ENG	No	120.00	120.00	Location
News Rack Permit	ENG	No	0.00	0.00	Location
Street Closure Permit	ENG	No	120.00	120.00	Location
Street Closure Permit (Filming)	ENG	No	380.00	380.00	Location
Transportation Permit	ENG	No	120.00	120.00	Location
Sandblasting Permit	ENG	No	120.00	120.00	Location



PUBLIC WORKS MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: X

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Storage Unit Permit	ENG	No	120.00	120.00	Location
Permit Reissuance	ENG	No	88.00	88.00	Each
Utility Annual Permit	ENG	New	16,500.00		Each
SB 1473 Green Building Standards 2					
\$1 - 25,000 of Permit Valuation	ENG	Remove	Fee Now Under Community Development	Fee Now Under Community Development	Location
\$25,001 - 50,000 of Permit Valuation	ENG	Remove	Fee Now Under Community Development	Fee Now Under Community Development	Location
\$50,001 - 75,000 of Permit Valuation	ENG	Remove	Fee Now Under Community Development	Fee Now Under Community Development	Location
\$75,001 - 100,000 of Permit Valuation	ENG	Remove	Fee Now Under Community Development	Fee Now Under Community Development	Location
Every \$25,000 or Fraction Thereof Above \$100,000	ENG	Remove	Fee Now Under Community Development	Fee Now Under Community Development	Location
Engineering Deposits					
Cleaning	ENG	No	325.00	325.00	Location
Engineering Plan Check	ENG	No	3 times plan check fee	3 times plan check fee	Location
Engineering Plan Check (Wireless Siting)	ENG	No	3,247.50	3,247.50	Location
License Agreement Review	ENG	No	5,500.00	5,500.00	Location
Excavation	ENG	No	5.00/Sq. Ft. (Min. 1,500.00)	5.00/Sq. Ft. (Min. 1,500.00)	Location
Technical Report Review	ENG	No	3 times review fee	3 times review fee	Report
Utility Annual Permit	ENG	New	50,000.00		Each
Sidewalk Dining					
Tier 1: Serve alcohol and put in guard rail/separation with furniture that will occupy the space 24 hrs/day	ENG	No	2.00	2.00	SF per month
Tier 2: No alcohol service, guard rail/separation with furniture being removed when business is closed	ENG	No	2.00	2.00	SF per month



PUBLIC WORKS MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: X

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Maps					
Subdivision					
Subdivision Transaction Fee	ENG	No	2,357.00	2,357.00	Each
Right-Of-Way Vacation Fee	ENG	No	3,534.00	3,534.00	Each
Parcel Map	ENG	No	710.00	710.00	Each
Accelerated Parcel Map (Within 48 Business Hours)	ENG	No	50% of Parcel Map Fee	50% of Parcel Map Fee	Each
Tract Map	ENG	No	1,350.00	1,350.00	Each
Parcel Map Deposit	ENG	No	3,245.00	3,245.00	Each
Tract Map Deposit	ENG	No	6,490.00	6,490.00	Each
Aerial Photo Maps (4 Days Advance Notice Required)					
Blueline Copy 24" X 36"	ENG	No	6.49	6.49	Each
20 Lb Bond Paper 24" X 36"	ENG	No	77.88	77.88	Each
20 Lb Bond Paper 36" X 60"	ENG	No	194.70	194.70	Each
Glossy Paper 24" X 36"	ENG	No	93.48	93.48	Each
Glossy Paper 36" X 60"	ENG	No	233.64	233.64	Each
Other Maps					
City Map - Small (18" X 24")	ENG	No	2.60	2.60	Each
City Map - Medium (24" X 36")	ENG	No	5.19	5.19	Each
City Map - Large (36" X 36")	ENG	No	6.49	6.49	Each
Facility Map (32" X 42")	ENG	No	6.49	6.49	Each
Sewer Map (24" X 36")	ENG	No	6.49	6.49	Each
Plan Check Fees					
Engineering Plan Check Fee (R-1 to R-3 Projects)	ENG	No	260.00	260.00	Each
Engineering Plan Check Fee (Wireless Siting Project)	ENG	No	Actual Cost	Actual Cost	per/hour
Engineering Plan Check Fee (Other, 2 Hour Minimum)	ENG	No	130.00	130.00	per/hour
Accelerated Plan Check Fee	ENG	No	50% of Engineering Plan Check Fee	50% of Engineering Plan Check Fee	Each
Scanning Fee	ENG	No	11.00	11.00	Location
Project Evaluation Fee	ENG	No	99.00	99.00	Each
Technical Report Review (LID, Traffic, Sewer, SWPPP, etc.)	ENG	No	130.00	130.00	per/hour



PUBLIC WORKS MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: X

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Public works Division 1) Includes Personnel, Materials & Equipment, Administration & Overhead Costs 2) Hourly Rate Depends on Personnel Performing Task. Personnel Rates are Reflected in Categories 1-6.					
Engineering Division 1) Minimum 2 Inspections Per Permit 2) All Monies Collected By These Fees Will Be submitted to the State of California Except For 10 Percent retained by the City of Redondo Beach for Administrative Charges and For Code Enforcement Education.					

RESOLUTION NO. CC-2506-044

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, AMENDING THE
COMMUNITY SERVICES DEPARTMENT USER FEES**

WHEREAS, the City Council of the City of Redondo Beach is responsible for ensuring the continued financial viability of City of Redondo Beach ("City") operations by providing an ongoing review of the cost of providing City services, the cost effectiveness of those services and the recovery of those costs reasonably borne in providing those services; and

WHEREAS, sections of the Municipal, State or Uniform Codes make provisions for the imposition of various fees; and

WHEREAS, the City has the authority to impose fees to defray the costs of providing services; and

WHEREAS, an amendment to the Community Services department user fees was approved following a public hearing held before the City Council on the 17th day of June, 2025.

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

SECTION 1. Certain user fees of the Community Services department are hereby amended as provided in Exhibit A to compensate the City for the costs of providing the services, mitigating an impact arising from those services, or both, as described in this resolution. Exhibit A is attached hereto and incorporated by this reference as set forth herein.

SECTION 2. All applicable fees and charges may be adjusted annually by taking into consideration the change in the Consumer Price Index, market conditions, funding subsidies and historical costs. Fees shall be adjusted only when the amount is able to be round to a whole dollar increment. Requests for services rendered on or after the effective date of this resolution, as stated in Section 3, shall be based on the new rate regardless of when scheduling and/or payment is made. At no time shall the City charge more for a fee than the cost of providing the service.

SECTION 3. Amended fees under this resolution shall be effective July 1, 2025.

SECTION 4. The Mayor and City Council of the City of Redondo Beach do hereby find and determine that the amount of fees amended and established herein are reasonable, do not exceed the cost to the City of the services provided, are required to defray the cost of providing the services, and are not levied for general revenue purposes.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2506-044 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 17th day of June, 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:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



COMMUNITY SERVICES MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Alta Vista Facility					
Community Building					
Government Agencies/Non-Profit Organizations:					
Set-up/Breakdown & Maintenance	Comm Svcs	No	140	140	Flat Fee
Cleaning/Damage Deposit (refundable)	Comm Svcs	No	400	400	Event
Private Parties:					
Use Fee	Comm Svcs	No	200	200	Hour
Cleaning/Damage Deposit (refundable)	Comm Svcs	No	400	400	Event
Use Fee Before 8 a.m. and After 10 p.m. Weekdays);	Comm Svcs	No	45	45	Hour
Maintenance Fee	Comm Svcs	No	140	140	Use
Picnic Shelter					
Use Fee (5 hour block)	Comm Svcs	No	125	125	Use
Cleaning/Damage Deposit (refundable)	Comm Svcs	No	200	200	Use
Tennis Complex					
Prime Times - M-F 8 a.m. to 12 p.m.; 6 p.m.					
to 10 p.m.; S-Su 8 a.m. to 5 p.m.					
Adult	Comm Svcs	No	13	13	Hr/Court
Senior	Comm Svcs	No	13	13	Hr/Court
Youth	Comm Svcs	No	13	13	Hr/Court
Non-prime Times - M-F 12 p.m. to 6 p.m.; S-Su					
5 p.m. to 8 p.m.					
Adult	Comm Svcs	No	11	11	Hr/Court
Senior	Comm Svcs	No	10	10	Hr/Court
Youth	Comm Svcs	No	10	10	Hr/Court
Membership (annual)	Comm Svcs	No	25	25	Annual
Pro Membership (annual)	Comm Svcs	No	100	100	Annual
Professional Tennis Instructors (court fees)	Comm Svcs	No	18	18	Hr/Court
Tennis Complex					
Non-prime Times - M-F 12 p.m. to 6 p.m.; S-Su					
5 p.m. to 8 p.m. (continued)					
Lights	Comm Svcs	No	6.00	6.00	Hr/Court
Round Robin	Comm Svcs	No	8.00	8.00	Person
Tournament Fee	Comm Svcs	NEW	60.00		Person
Racquetball Courts					
Prime Times - M-F 4:30 p.m. to 9:30 p.m.; S-Su					



COMMUNITY SERVICES MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
8:30 a.m. to 3:30 p.m.					
Adult	Comm Svcs	No	11.00	11.00	Hr/Court
Senior	Comm Svcs	No	11.00	11.00	Hr/Court
Youth	Comm Svcs	No	11.00	11.00	Hr/Court
Non-prime Times - M-F 8:30 a.m. to 4:30 p.m.;					
S-Su 3:30 p.m. to 6:30 p.m.					
Adult	Comm Svcs	No	10.00	10.00	Hour
Senior	Comm Svcs	No	9.00	9.00	Hour
Youth	Comm Svcs	No	Free	Free	Hour
Julia Field Rental	Comm Svcs	No	44.00	44.00	Hour
Aviation Facility					
Gymnasium					
Large Gym	Comm Svcs	No	175.00	175.00	Hour
Small Gym	Comm Svcs	No	150.00	150.00	Hour
Dance Room	Comm Svcs	No	75.00	75.00	Hour
Kitchen	Comm Svcs	No	11.00	11.00	Hour
Staffing	Comm Svcs	No	Cost	Cost	Hour
Sportsfield - Private					
Lights	Comm Svcs	No	30.00	30.00	Hour
Track and Field	Comm Svcs	No	150.00	150.00	Hour
Cleaning Fee (dependent on event)	Comm Svcs	No	Cost	Cost	Hour
Staffing	Comm Svcs	No	Cost	Cost	Hour
Dominguez Park Heritage Court Area					
Weddings - 10:00 a.m. to 10:00 p.m. + Direct Costs ¹	Comm Svcs	No	550.00	550.00	Event
Fulton Play Field	Comm Svcs	No	22.00	22.00	Hour
Redondo Beach Performing Arts Center					
Theatre Rental					
Directly Attributable Average Daily Use Costs:					
Performance Day (8-hour day includes one performance up to 4 Hours) (Mon-Thurs)	Comm Svcs	Yes	2,260.00	2,193.00	8-hour Day
Performance Day (8-hour day includes one performance up to 4 Hours) (Fri-Sun)	Comm Svcs	Yes	2,380.00	2,307.00	8-Hour Day
Additional Performance (same day, up to 4 hours)	Comm Svcs	Yes	1,350.00	1,313.00	Performance



COMMUNITY SERVICES MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Non-performance Day (Set-up/Tear-down/Rehearsal)	Comm Svcs	Yes	1,660.00	1,614.00	8-hour Day
Additional Non-Performance Hour (Mon-Thurs)	Comm Svcs	Yes	192.00	185.00	Hour
Additional Non-Performance Hour (Fri-Sun)	Comm Svcs	Yes	202.00	196.00	Hour
Corporate Entity Facility Rental	Comm Svcs	Yes	368.00	357.00	Hour
Non-Profit Rates:					
Performance Day (8-hour day includes one performance up to 4 Hours) (Mon-Thurs)	Comm Svcs	Yes	1,864.00	1,775.00	8-hour Day
Performance Day (8-hour day includes one performance up to 4 Hours) (Fri-Sun)	Comm Svcs	Yes	1,960.00	1,864.00	8-Hour Day
Additional Performance (same day, up to 4 hours)	Comm Svcs	Yes	1,076.00	1,025.00	Performance
Non-performance Day (Set-up/Tear-down/Rehearsal)	Comm Svcs	Yes	1,292.00	1,230.00	8-hour Day
Additional Non-Performance Hour (Mon-Thu)	Comm Svcs	Yes	152.00	145.00	Hour
Additional Non-Performance Hour (Fri-Sun)	Comm Svcs	Yes	160.00	152.00	Hour
Seasonal Rate (Minimum 3 Events Booked/Sold as Subscription Per Season)	Comm Svcs	No	Negotiated	Negotiated	Event
Concessions Fee	Comm Svcs	No	50.00 - 500.00	50.00 - 500.00	Event
Merchandise Fee	Comm Svcs	No	50.00 - 500.00	50.00 - 500.00	Event
Grand Lobby or Courtyard Patio, Stand Alone:					
Regular Rate (4-Hour Minimum)	Comm Svcs	Yes	202.00	195.00	Hour
Non-Profit Rate (4-Hour Minimum)	Comm Svcs	Yes	150.00	145.00	Hour
Grand Lobby or Courtyard Patio, If Theatre Unavailable:					
Regular Rate (4-Hour Minimum)	Comm Svcs	Yes	115.00	110.00	Hour
Non-Profit Rate (4-Hour Minimum)	Comm Svcs	Yes	100.00	95.00	Hour
Catering Fee	Comm Svcs	No	Same	Same	Event
Parking Lot (Rental)	Comm Svcs	No	Negotiated	Negotiated	Hour
Film/Video Shoot					
Exterior	Comm Svcs	No	2,500.00 Minimum to 50,000.00 Maximum	2,500.00 Minimum to 50,000.00 Maximum	Hour
Interior	Comm Svcs	No	2,500.00 Minimum to 50,000.00 Maximum	2,500.00 Minimum to 50,000.00 Maximum	Day
Reimbursement Fees					
Event Staffing	Comm Svcs	No	Cost	Cost	Event



COMMUNITY SERVICES MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Administration Fee	Comm Svcs	No	50.00-500.00	50.00-500.00	Event
Application Fee	Comm Svcs	No	100.00	100.00	Event
Lamp Use Recharge	Comm Svcs	No	Cost	Cost	Event
Parking Lot Use Fee	Comm Svcs	No	150.00	150.00	Event
Parking Attendants Fee (Dependent on Event)	Comm Svcs	No	Cost	Cost	Event
Cleaning Fee	Comm Svcs	No	Cost	Cost	Event
Electrical Utility Use - Exterior	Comm Svcs	No	Cost	Cost	Day
Electrical Utility Use - Interior	Comm Svcs	No	Cost	Cost	Day
Seasonal Marketing Fee	Comm Svcs	No	100.00-300.00	100.00-300.00	Event
Credit Card Processing Fee (More Than \$499)	Comm Svcs	No	1%	1%	Transaction Amount
Specialty Equipment Rental (Wireless Mics/Risers/Piano/etc.)	Comm Svcs	No	Cost	Cost	Day/Week
Digital Projector Rental	Comm Svcs	Yes	325.00	300.00	Event
Projection screen Rental	Comm Svcs	Yes	275.00	250.00	Event
Seaside Lagoon					
Daily Admissions					
Adult (18 or Older)	Comm Svcs	No	9.00	9.00	Day
Children (2-17)	Comm Svcs	No	7.00	7.00	Day
Group Rate (Weekdays Only):					
Adult (18 or Older)	Comm Svcs	No	7.00	7.00	Day
Children (2-17)	Comm Svcs	No	6.00	6.00	Day
Season Pass					
Individual	Comm Svcs	No	88.00	88.00	Pass
Family (Up to 4 Persons)	Comm Svcs	No	165.00	165.00	Pass
Each Additional Family Member	Comm Svcs	No	33.00	33.00	Pass
Seniors (Over 60)	Comm Svcs	No	39.00	39.00	Pass
Barbecue Area					
One Table	Comm Svcs	No	60.00	60.00	Event
Two Tables	Comm Svcs	No	120.00	120.00	Event
Party Rentals					
10:00 a.m. to 4:00 p.m. (When Open to Public) + Direct Costs ²	Comm Svcs	No	900.00	900.00	Event
10:00 a.m. to 4:00 p.m. (When Closed to Public) + Direct Costs ²	Comm Svcs	No	1,200.00	1,200.00	Event
10:00 a.m. to Midnight + Direct Costs ²	Comm Svcs	No	2,800.00	2,800.00	Event



COMMUNITY SERVICES MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
6:00 p.m. to 10:00 p.m. (Monday Thru Thursday) + Direct Costs ²	Comm Svcs	No	800.00	800.00	Event
6:00 p.m. to Midnight (Friday Thru Sunday) + Direct Costs ²	Comm Svcs	No	1,200.00	1,200.00	Event
Additional Hours (As Applicable)	Comm Svcs	No	200.00	200.00	Hour
		No			
Kitchen (4 Hours)	Comm Svcs	No	40.00	40.00	Event
Tables and Chairs	Comm Svcs	No	75.00	75.00	Event
Schools ⁴	Comm Svcs	No	400.00	400.00	Event
Deposit (Refundable)	Comm Svcs	No	400.00	400.00	Event
Overnight Storage (non-event day)	Comm Svcs	No	500.00	500.00	Per Night
Drop off/Pick up Fee	Comm Svcs	No	45.00	45.00	Hour
Commercial Rentals (Seaside Lagoon)					
10:00 a.m. to 4:00 p.m. (When Closed to Public) + Direct Costs ³	Comm Svcs	No	2,400.00	2,400.00	Event
10:00 a.m. to Midnight + Direct Costs ³	Comm Svcs	No	5,600.00	5,600.00	Event
6:00 p.m. to 10:00 p.m. (Monday Thru Thursday) + Direct Costs ³	Comm Svcs	No	1,600.00	1,600.00	Event
6:00 p.m. to Midnight (Friday Thru Sunday) + Direct Costs ³	Comm Svcs	No	2,400.00	2,400.00	Event
Additional Hour:	Comm Svcs	No	400.00	400.00	Hour
Facility Deposit	Comm Svcs	No	1,000.00	1,000.00	Event
Wilderness Park					
Group Rate					
Overnight Camp Per Person - Youth	Comm Svcs	No	8.00	8.00	Per Night
Overnight Camp Per Person - Adult	Comm Svcs	No	10.00	10.00	Per Night
Private Parties - Day	Comm Svcs	No	75.00	75.00	Every 3 Hrs
Amphitheater Use	Comm Svcs	No	75.00	75.00	Every 3 Hrs
Scouts and Schools	Comm Svcs	No	50.00	50.00	Every 3 Hrs
Overnight Whole Park Rental	Comm Svcs	No	400.00	400.00	Event
Overnight - staff fee	Comm Svcs	No	450.00	450.00	Event
Deposit (refundable)	Comm Svcs	No	200.00	200.00	Event
Weddings					
Amphitheater 3 Hours: 10:00 a.m. - 4:30 p.m.	Comm Svcs	No	300.00	300.00	Event
Amphitheater 6 Hours: 10:00 a.m. - 4:30 p.m.	Comm Svcs	No	600.00	600.00	Event
Amphitheater Additional Hours (Per Hour)	Comm Svcs	No	80.00	80.00	Hour
Wilderness Park Visitor Center					
Facility Rental ⁶	Comm Svcs	No	50.00	50.00	Hour
Facility Rental - Non Profit ⁶	Comm Svcs	No	40.00	40.00	Hour



COMMUNITY SERVICES MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Set-up/Breakdown	Comm Svcs	No	70.00	70.00	Event
Use Fee Before 10 a.m. and after 4:30 p.m.	Comm Svcs	No	45.00	45.00	Hour
Deposit (refundable)	Comm Svcs	No	200.00	200.00	Event
Perry Park Teen Center					
Rental Fee	Comm Svcs	Yes	250.00	200.00	Hour
Government Agencies/Non-Profit Organizations:					
Set-up/Breakdown & Maintenance	Comm Svcs	New	150.00		Flat Fee
Cleaning/Damage Deposit (refundable)	Comm Svcs	New	400.00		Event
Private Parties:					
Cleaning/Damage Deposit (refundable)	Comm Svcs	New	400.00		Event
Use Fee Before 8 a.m. and After 10 p.m. Weekdays); After 8 p.m. (Weekends)	Comm Svcs	New	45.00		Hour
Maintenance Fee	Comm Svcs	New	140.00		Use
Anderson and Perry Park Senior Centers					
Facility Rental* Two Hour Minimum	Comm Svcs	No	130.00	130.00	Hour*
Set-up/Breakdown Maintenance Fee	Comm Svcs	No	140.00	140.00	Event
Cleaning/Damage Deposit (refundable)	Comm Svcs	No	400.00	400.00	Event
Staff	Comm Svcs	No	Cost	Cost	Hour
Facility Rental – Non Profit* Two Hour Minimum	Comm Svcs	No	85.00	85.00	Hour
Set-up/Breakdown	Comm Svcs	No	60.00	60.00	Event
Exclusive Use Fee					
Dominguez Park	Comm Svcs	No	28.00	28.00	Hour
Perry Park	Comm Svcs	No	28.00	28.00	Hour
Lights	Comm Svcs	No	17.00	17.00	Hour
Perry Allison Playfield	Comm Svcs	No	22.00	22.00	Hour
Park Filming Fees					
Large Parks					
Alta Vista Park	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day
Anderson Park	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day
Aviation Park	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day
Czuleger Park	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day
Dominguez Park	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day
Franklin Park	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day
Wilderness Park	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day



COMMUNITY SERVICES MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Perry Park	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day
Veterans Park	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day
Seaside Lagoon	Comm Svcs	No	1,500.00 Minimum to 10,000.00 Maximum	1,500.00 Minimum to 10,000.00 Maximum	Day
Small Parks					
Andrews Park	Comm Svcs	No	600.00 Minimum to 10,000.00 Maximum	600.00 Minimum to 10,000.00 Maximum	Day
Dale Page Park	Comm Svcs	No	600.00 Minimum to 10,000.00 Maximum	600.00 Minimum to 10,000.00 Maximum	Day
Lilienthal Park	Comm Svcs	No	600.00 Minimum to 10,000.00 Maximum	600.00 Minimum to 10,000.00 Maximum	Day
Moonstone Park	Comm Svcs	No	600.00 Minimum to 10,000.00 Maximum	600.00 Minimum to 10,000.00 Maximum	Day
Vincent Park	Comm Svcs	No	600.00 Minimum to 10,000.00 Maximum	600.00 Minimum to 10,000.00 Maximum	Day
Playfields					
Fulton Playfield	Comm Svcs	No	400.00 Minimum to 10,000.00 Maximum	400.00 Minimum to 10,000.00 Maximum	Day
Perry Allison Playfield	Comm Svcs	No	400.00 Minimum to 10,000.00 Maximum	400.00 Minimum to 10,000.00 Maximum	Day
Redondo Beach Parkettes	Comm Svcs	No	300.00 Minimum to 10,000.00 Maximum	300.00 Minimum to 10,000.00 Maximum	Day
Affordable Housing Property Transaction Fee					
Affordable Sales Price Application Fee	Comm Svcs	No	50.00	50.00	Application
Home Equity Line of Credit/Refinancing	Comm Svcs	No	250.00	250.00	Application
Application Fee	Comm Svcs	No	250.00	250.00	Application
Subordination Agreement Application Fee	Comm Svcs	No	250.00	250.00	Application
Street Banner Fees					
Catalina/Pacific Coast Highway location	Comm Svcs	No	650.00	650.00	Each
Inglewood/Artesia location	Comm Svcs	No	650.00	650.00	Each
Prospect/Del Amo location	Comm Svcs	No	650.00	650.00	Each
Pacific Coast Highway/Elena location	Comm Svcs	No	650.00	650.00	Each
Special Event Application Process Fee					
Non-Profit Applicants	Comm Svcs	No	55.00	55.00	Each
For-Profit Applicants	Comm Svcs	No	165.00	165.00	Each
Moon Bounce	Comm Svcs	No	40.00 resident / 60.00 non-resident	40.00 resident / 60.00 non-resident	Each
Electrical Use Permit	Comm Svcs	No	25.00	25.00	
Bus Pass					



COMMUNITY SERVICES MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
Resident					
Adults	Comm Svcs	No	40.00	40.00	Each
Student (K - 12th Grade)	Comm Svcs	No	8.00	8.00	Each
Seniors/Disabled	Comm Svcs	No	5.00	5.00	Each
Non-Resident					
Adults	Comm Svcs	No	40.00	40.00	Each
Student (K - 12th Grade)	Comm Svcs	No	20.00	20.00	Each
Seniors/Disabled	Comm Svcs	No	10.00	10.00	Each
Bus Pass ID Processing Fee	Comm Svcs	No	1.00	1.00	Each
Replacement Bus Pass ID Card - First Replacement	Comm Svcs	No	5.00	5.00	Each
Replacement Bus Pass ID Card - Second and Subsequent Replacements	Comm Svcs	No	10.00	10.00	Each
Transit Center Bicycle Storage Locker					
Bike Storage Locker Rental Fee	Comm Svcs	No	24.00	24.00	6 months
Bike Storage Locker Refundable Security Deposit Fee	Comm Svcs	No	20.00	20.00	Each
Annual Senior Parking Meter Permit Fee for					
Veterans Park					
Senior (62+) Permit for Veterans Park Lot 4 and the 309 Esplanade Lot	Comm Svcs	No	25.00	25.00	Annual Permit
Registration Fee ⁵	Comm Svcs	No	5.00	5.00	Class/ Activity
Facility Rental Processing Fee	Comm Svcs	No	10.00	10.00	Facility Reservation
Afterschool Program					
First Child	Comm Svcs	No	300.00	300.00	Per session
Additional Child(ren)	Comm Svcs	No	225.00	225.00	Per session
Annual Non-refundable Registration Fee	Comm Svcs	New	60.00		Per Child
Camp Programs					
Camp Rec.	Comm Svcs	No	248.00	248.00	Per Week
Beach Camp	Comm Svcs	No	286.00	286.00	Per Week
Sports Camp	Comm Svcs	No	286.00	286.00	Per Week
Volleyball Camp	Comm Svcs	No	176.00	176.00	Per Week

¹ Charge for First 6 Hours and First 150 Persons - \$75 for Each Additional Hour and 2.75 for Each Additional Person Up to Capacity

² Charge for First 150 People - 3.00 for Each Additional Person Up to- Capacity



COMMUNITY SERVICES MASTER FEE SCHEDULE

EXHIBIT A

Resolution No: x

Effective Date: July 1, 2025

Description	Dept	Change	NEW FY 2025-2026	FY 2024-2025	Unit
<div><div>³ Charge \$5.00 for Each-Person to Capacity</div><div>⁴ Charge for First 150 People - \$1.00 for Each Additional Person to Capacity</div><div>⁵ Applies to All Forms of Transactions (Including On-Line, Phone, Fax, Mail and In-Person) and Replaces Citywide Convenience Fee</div><div>⁶ 2 hour minimum</div><div>⁷ All fees effective as of 7/1/25.</div></div>					



Administrative Report

N.1., File # 25-0896

Meeting Date: 6/17/2025

To: MAYOR AND CITY COUNCIL
From: PATRICK BUTLER, FIRE CHIEF

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE IMPLEMENTATION OF A FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES FIRST RESPONDER FEE

DIRECT STAFF TO COMPLETE THE DRAFT AGREEMENT WITH WITTMAN ENTERPRISES, LLC. TO ADMINISTER THE NECESSARY BILLING SERVICES ASSOCIATED WITH COLLECTION OF THE EMERGENCY MEDICAL SERVICES FEE AND RETURN IN JULY WITH AN ITEM FOR CONSIDERATION OF AGREEMENT APPROVAL

EXECUTIVE SUMMARY

On June 20, 2023, the City Council approved an amendment to the Master Fee Schedule to update the Fire Department Pre-Hospital Paramedic service fee from \$100 to \$313. The Pre-Hospital Paramedic service fee, commonly referred to as the Emergency Medical Service (EMS) First Responder Fee, is designed to recuperate the costs associated with the provision of emergency medical services, supplies, equipment, and personnel. The fee was first approved in 2010, but was never implemented. Collection of the \$313 fee requires the development and execution of a billing program. Accordingly, the Fire Department has developed a fee collection policy that fairly balances the costs associated with EMS provision for all users and includes a hardship clause for those users who cannot afford, or are unable to pay the fee. The policy also accounts for State legislation addressing "surprise" ambulance bills, including Assembly Bill (AB) 716, which is primarily directed to ambulance transport providers.

To implement the policy and to collect the fee, staff has identified Wittman Enterprises, LLC (Wittman), an EMS billing company that provides services to a large number of EMS providers, as the most qualified firm to assist in administering the fee collection program. A draft contract with Wittman (see attached) has been prepared to provide the billing and collection services. Based on Wittman's experience and the City's annual calls for service, staff is projecting that a minimum of \$250,000 of EMS fee revenue would be collected in Fiscal Year 2025-26 following contract approval in July. Once the billing program is fully established, there is the potential to collect \$1M or more per year.

BACKGROUND

The Redondo Beach Fire Department responds to a wide range of calls and provides EMS care to over 7,000 patients per year. State law allows Fire/EMS Agencies to charge user fees for emergency medical services provided to residents. A recent fee survey conducted of other cities, found that First

Responder fees vary from \$250 to \$400 per occurrence, and are common in many regional cities including Long Beach, Huntington Beach, Anaheim, Burbank, and Pasadena, among a number of other cities throughout the state. Many cities also adopted a subscription service for residents of \$60-\$80 per year per household, or business, to effectively pre-pay for EMS Treatment and preclude them from receiving a bill. The Redondo Beach Fire Department provides platinum-level EMS care to its community and responds to nearly 8,000 calls per year with approximately 90% of the calls requiring EMS Paramedic services. Some properties generate multiple calls per year and can, at times, burden Department resources.

If the proposed billing process/contract is approved, Wittman would first send the patient a bill requesting the patient's insurance information so that Wittman can directly bill the insurance company. If the insurance company does not pay the bill, or the patient does not have health insurance, Wittman would then re-issue the bill directly to the patient for the balance, with the option to establish a payment plan. In situations where patients are unable to pay the fee due to a hardship, the city could waive the fee, as desired, on a case-by-case basis.

Wittman specializes in EMS first responder billing and is the predominate billing company in the state of California. Staff surveyed other billing companies, but none provide EMS billing. Wittman charges a, one-time, flat rate of \$17 per patient, which includes follow-up billing, patient phone support, and any other related staff work. Wittman provides a flexible service that would allow the City to refine or adjust the billing process while still maintaining the flat rate of \$17 per patient. If implemented for all EMS calls, the City's 7,000 annual patient calls for service would cost the City approximately \$119,000 in administrative fees. Staff did consider an in-house billing process, but it would require hiring additional administrative personnel to manage the program and likely be more expensive and less effective.

Requests to waive fees stemming from hardships would be delegated to the City's Financial Services Department for review and approval, in line with the City's existing fee collection policies.

Fire Department staff evaluated the potential impact of AB 716 on the City's ability to collect EMS fees. The law establishes maximum rates that can be charged for ground ambulance service. The City's EMS fee does not fall under the purview of the Bill, and its adoption will not hamper the City's efforts to collect the EMS fee included in the Master Fee Schedule.

COORDINATION

The Fire Department coordinated this report with the City Manager's Office and the Financial Services Department.

FISCAL IMPACT

The fee, once implemented, is estimated to generate approximately \$250,000 in net revenue in FY 2025-26 and then increase annually. Wittman's services are paid through collection of the fee. Of the \$313 fee, Wittman retains \$17, the remaining \$296 is remitted to the City. Total net annual EMS fee collection revenue could be \$1M or greater in future fiscal years.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Draft Agreement with Wittman Enterprises, LLC

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND WITTMAN ENTERPRISES, LLC**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Wittman Enterprises, LLC, a California limited liability company ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Business Associate Agreement ("BAA"). This Agreement includes a Business Associate Agreement as set forth in Exhibit "E", which stipulates the obligations of the Consultant in handling Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). The terms of the Business Associate Agreement are binding and take precedence over any conflicting terms in this Agreement regarding the handling, confidentiality, and security of PHI.

* * * * *

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. This provision shall survive the termination of this Agreement.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.
8. 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, after providing 90 business days written notice to Contractor. Contractor also may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor or services hereunder, after providing 90 business days written notice to City. In the event of any such terminations, 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 or in connection with Contractor's performance, but only to extent caused by the negligence, gross negligence, or willful misconduct of the Contractor (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful

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

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. 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.

Further, Consultant shall immediately notify the City in writing in the event of any of the following situations:

- a. The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant.
 - b. The sale, assignment, transfer or other disposition, on a cumulative basis, of 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)
 - c. 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.
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 §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. 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

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of July, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

WITTMAN ENTERPRISES, LLC,
a California limited liability company

James A. Light, Mayor

By: _____
Name: Corinne Wittman-Wong
Title: CEO

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

I. CONTRACTOR'S DUTIES

Contractor shall perform the services as set forth below. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the BAA provided in Exhibit "E" to the Agreement. To the extent there is any conflict between the provisions of this scope of services and the provisions of the BAA, the BAA will control.

A. PRIVATE INSURANCE BILLING FOR FIRST RESPONSE CALLS

Contractor shall:

1. Prepare all insurance-request mailings, including mailing initial requests for insurance information to patients within four days of receiving first responder tickets from PROVIDER or their transporting agencies. Correspondence to patients will be on 8 x 11 requests for insurance and will be placed in envelopes, sealed and mailed, postage prepaid.
2. Provide a toll-free telephone number to patients.
3. Private Insurance Schedule: Make calls to the patient for insurance verification as follows.

Description	Call Timeframe
Initial letter requesting information from the patient.	Immediately upon receipt of first responder tickets.
Phone call to patient (if have phone number).	Made 15 days after the phone request if no response is received.
If no phone number or no response to phone call, send a final request for information to the patient.	Made 30 days after the initial request if previous communications remain unanswered or if Contractor does not have the phone number.

B. RECEIPTS PROCESSING

Contractor shall:

1. Provide a toll-free telephone number to patients.
2. Accept payments in the form of cash, check, money order, cashier's check or credit card. Deposit all cash receipts and post within one (1) day of receipt of funds into a City designated bank account.

3. Send bank deposit receipts electronically to City. In no event shall, Contractor shall have access to the proceeds of the receipts. All funds shall be under the exclusive control of the City.
4. City shall bear all credit card fees incurred through payment processing. Set up and designate a credit card processor/merchant account.

C. REFUNDS

Contractor shall:

1. Research, identify, and verify all overpayments. If a refund is required, submit electronically all supporting documentation to the City upon completion of verification.
2. Upon receipt of the electronic copy of City issuing a refund, update the patient's account within 24 hours of transaction completion.

D. REPORTS

Contractor shall provide detailed financial and operational reports by the 15th day of each month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month, whichever is earlier. The reports must include:

1. Monthly Ticket Survey
2. Monthly Sales Journal
3. Monthly Cash Receipts Journal
4. Monthly Receivables Aging
5. Management A/R Analysis
6. Statistical Reports customized to client needs

E. SOURCE DOCUMENTS

Contractor shall:

1. Retain in electronic format all source documents including attachments for seven (7) years from the date of the reported incident.
2. Upon termination of services, transfer all source documents back to City in electronic format at City's expense, and delete all copies of the documents.

F. LIAISON

Assign a liaison for conference and communication of any matters subject to the services provided by this Agreement.

II. CITY'S DUTIES

City will:

A. RECEIPTS PROCESSING

1. Bear all credit card fees incurred through payment processing.
2. Set up and designate a credit card processor/merchant account.

B. REFUNDS

If a refund is required as provided in Section I.C, issue payment directly to the verified party and will send an electronic copy to Contractor,

C. PERFORMANCE MONITORING

Reserve the right to monitor audit, review, examine, or study the methods, procedures and results of the billing and collection methods used to ensure efficiency and accuracy. City in its sole discretion may use any agent or consultant to perform these functions.

D. LIAISON

Assign a liaison for conference and communication of any matters subject to the services provided by this Agreement.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on July 16, 2025 and shall continue until July 16, 2025, unless otherwise terminated as herein provided. Following this period, this Agreement shall automatically renew for additional one-year terms, unless the City Fire Chief or designee provide written notice of non-renewal. Such notice must be delivered at least fifteen (15) days prior to the expiration of the current term in accordance with Section D of Exhibit "C". In no event shall this Agreement continue beyond July 15, 2028.

DRAFT

EXHIBIT "C"
COMPENSATION

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

- A. **AMOUNT.** Contractor shall be paid in accordance with the attached hourly rate schedule.

Year	Fee
1	\$15.00 per imported incident.
2	\$16.00 per imported incident.
3	\$17.00 per imported incident.

- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. Invoices shall provide the date of service, description of incident, and amount of fee. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within 30 days of receipt of the monthly invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Wittman Enterprises, LLC
11093 Sun Center Drive
Rancho Cordova, CA 95670
Attention: Corinne Wittman-Wong, CEO

City: City of Redondo Beach
401 S Broadway
Redondo Beach, CA 90277
Attention: Patrick Butler, Fire Chief

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.

DRAFT

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form 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

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

EXHIBIT "E"

BUSINESS ASSOCIATE AGREEMENT BETWEEN WITTMAN ENTERPRISES, LLC AND THE CITY OF REDONDO BEACH

This Business Associate Agreement ("Agreement") between the **City of Redondo Beach** ("Covered Entity") and **Wittman Enterprises, LLC** (Business Associate) is executed to ensure that Wittman Enterprises, LLC shall appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as solely permitted or required by this Agreement or as required by law;
2. Implement and maintain stringent safeguards that meet or exceed the HIPAA Security Rule requirements for electronic protected health information ("e-PHI"), and further implement comprehensive physical, technical, and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the Covered Entity no later than 48 hours after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same, if not more stringent restrictions, conditions, and requirements, that apply to Business Associate with respect to such information;
5. Make PHI in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 15 days of a request;
6. Amend PHI in a designated record set within 15 days of request or as directed by the Covered Entity to meet the Covered Entity's obligations under 45 CFR §164.526.
7. Provide an accounting of disclosures to the Covered Entity an individual who has a right to an accounting within 30 days of Covered Entity's request to meet the Covered Entity's obligations under 45 CFR §164.528;
8. Comply with the requirements of the HIPAA Privacy Rule ("Rule") that apply to the Covered Entity when it carries out Covered Entity's obligations under the Rule;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered entity, available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI under 45 CFR §164.522; and
11. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate shall assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by the Business Association on behalf of the Covered Entity include:

1. The preparation and sending of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Covered Entity to its patients.
2. The preparation of reminder notices and documents pertaining to collections of overdue accounts from responsible payers. Such communications shall include the minimum necessary PHI pertinent to achieving payment.
3. The submission of supporting documentation containing PHI to carriers, insurers and other payers to substantiate the healthcare services provided by the Covered Entity to its patients or to appeal denials of payment for the same. Such documentation must strictly pertain to the specific claims being submitted or appealed and must be handled in accordance with all privacy protections.
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Business Associate has been engaged to perform on behalf of the Covered Entity, provided that such uses or disclosures are limited to those necessary for the services they are contracted to perform on behalf of the Covered Entity.

D. Data Breach

1. **In the event of any breach of PHI** or any unauthorized access to or disclosure of PHI that compromises the privacy or security of such information, Business Associate shall notify the Covered Entity within twenty-four (24) hours of discovering the breach or unauthorized access/disclosure.
2. The Notification must include:
 - a. The nature and extent of the PHI involved, including the types of personal identifiers exposed;
 - b. The identity of any person(s) believed to have caused or contributed to the breach, if known;
 - c. Whether the PHI was actually acquired or viewed, if known; and
 - d. The extent to which the risk to the PHI has been mitigated.
3. Business Associate shall immediately take all necessary steps to mitigate any harmful effects of the breach, as required by law, and begin remediation measures. Business Associate shall provide detailed documentation of the mitigation and remediation actions taken.

4. Business Associate shall fully cooperate with the Covered Entity in investigating the breach and comply with any measures required by regulatory authorities.
5. Business Associate must provide ongoing updates to the Covered Entity about the breach investigation and remediation efforts until the issue is fully resolved.
6. Business Associate must comply with all applicable laws, regarding breach notification and consumer protection.
7. In addition to any other indemnification provisions outlined in the Agreement, Business Associate shall indemnify and hold harmless the Covered Entity against any claims or costs arising from the breach.

E. Termination

Upon termination of this Agreement for any reason, Business Associate shall return to the Covered Entity or destroy all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.



Administrative Report

P.1., File # 25-0686

Meeting Date: 6/17/2025

TITLE

DISCUSSION AND CONSIDERATION TO APPOINT A NEW MAYOR PRO TEM

ADOPT BY TITLE ONLY RESOLUTION CC-2506-040, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING RESOLUTION NO. CC-2505-024 BY APPOINTING A NEW MAYOR PRO TEM FOR A TERM COMMENCING JULY 1, 2025 AND EXPIRING JUNE 30, 2026, AND APPOINTING DELEGATES AND ALTERNATES TO VARIOUS BOARDS, AGENCIES, AND COMMITTEES

EXECUTIVE SUMMARY

With District 3 Councilmember Paige Kaluderovic completing her term as Mayor Pro Tem on June 30, 2025, Council is asked to appoint a new Mayor Pro Tem and to further consider appointments to various boards and agencies as they see fit for the term July 1, 2025 - June 30, 2026.

BACKGROUND

The City Council adopted Resolution CC-2406-053 on June 18, 2024 which appoints a Mayor Pro Tempore prior to June 30 of each year for a term of one fiscal year, in compliance with Section 8.5 of the City Charter. This annual rotation also complies with the appointments to the various Boards, Commissions, Agencies and Committees on which City officials participate and whose positions are reviewed annually before the end of each fiscal year.

For fiscal year 24-25, for Mayor Pro Tem the City Council selected District 3 Councilmember Kaluderovic; and for FY23-24 District 2 Councilmember Loewenstein; and for FY 22-23 District 1 Councilmember Nehrenheim; and for FY 21-22 District 4 Councilmember Obagi.

ATTACHMENTS

Resolution No. CC-2506-040 Appointing Mayor Pro Tem and Delegates

RESOLUTION NO. CC-2506-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING RESOLUTION NO. CC-2505-024 BY APPOINTING A NEW MAYOR PRO TEM FOR A TERM COMMENCING JULY 1, 2025 AND EXPIRING JUNE 30, 2026, AND APPOINTING DELEGATES AND ALTERNATES TO VARIOUS BOARDS, AGENCIES, AND COMMITTEES

WHEREAS, on June 18, 2024, the City Council of the City of Redondo Beach approved Resolution No. CC-2406-053 appointing Councilmember Paige Kaluderovic as Mayor Pro Tem, for a term commencing July 1, 2024 and expiring June 30, 2025; and

WHEREAS, on May 6, 2025, the City Council of the City of Redondo Beach approved Resolution No. CC-2505-024 appointing councilmembers to the various boards/agencies and committees listed below for a term commencing May 6, 2025 and expiring June 30, 2026. With the appointment of a new Mayor Pro Tem, the City Council may review and modify the appointments as they see fit.

THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Redondo Beach does hereby confirm appointment of the following persons to the positions listed below. These appointments are to be reviewed annually before the end of the fiscal year:

BOARD/AGENCY NAME	DELEGATE	ALTERNATE(S)
Independent Cities Association	Zein Obagi, Jr	Chadwick Castle
League of California Cities – General	Scott Behrendt	Paige Kaluderovic
League of California Cities – Los Angeles County Division	Scott Behrendt	Paige Kaluderovic
LA County Sanitation Districts (Mayor & Mayor Pro Tem)	James A. Light*	**
LA County City Selection Committee	James A. Light*	**
South Bay Cities Council of Governments (SBCCOG)	Zein Obagi, Jr.	Scott Behrendt/ Paige Kaluderovic/ Chadwick Castle/ Brad Waller/ Mayor Light
So. California Association of Governments (SCAG)	Chadwick Castle	Brad Waller
West Basin Water Association	Brad Waller	Zein Obagi, Jr.
Clean Power Alliance Board of Directors	Brad Waller	Chadwick Castle
L.A. County Vector Control Board of Trustees*****	Mary Drummer	
South Bay Aerospace Alliance	Paige Kaluderovic	Chadwick Castle/ Brad Waller/ James A. Light
Redondo Beach Sister Cities Committee (Mayor-Honorary Chair)	James A. Light*	VACANT /VACANT
Education Sub-Committee City and School District (On-Going)	Paige Kaluderovic/ Brad Waller	James A. Light
Economic Development Subcommittee	Chadwick Castle/ Scott Behrendt	James A. Light
OTHER BOARD/AGENCY NAME	CHAIRMAN*	VICE CHAIRMAN
Redondo Beach Community Financing Authority	James A. Light *	**
Redondo Beach Parking Authority	James A. Light *	**
Redondo Beach Housing Authority	James A. Light *	**
Redondo Beach Successor Agency to the Redevelopment Agency	James A. Light *	**
Redondo Beach Public Financing Authority***	James A. Light	**

Redondo Beach City Council – Mayor Pro Tem	
Redondo Beach Round Table	Mayor and Council

AUDIT COMMITTEE	MEMBERS
Mayor	James A. Light *
Councilmember	Zein Obagi, Jr.
Councilmember	Chadwick Castle
City Clerk	Eleanor Manzano
City Treasurer	Eugene Solomon

- * Automatically the Mayor
- ** Automatically the Mayor Pro Tem
- *** Board Appointment
- **** To be determined by election of authority
- ***** Two-Year Term Effective 1/1/25 – 12/31/26

SECTION 2. This resolution supersedes and replaces all prior resolutions appointing a Mayor Pro Tem and any charts making Council appointments to the foregoing boards, committees and bodies.

SECTION 3. That 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 17th day of June, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Joy A. Ford, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2506-040 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 17th day of June, 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:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

T.1., File # 25-0859

Meeting Date: 6/17/2025

TITLE

ADJOURN IN MEMORY OF THOMAS DOTY, FORMER REDONDO BEACH POLICE LIEUTENANT



Administrative Report

T.2., File # 25-0860

Meeting Date: 6/17/2025

TITLE

ADJOURN IN MEMORY OF GERALD FAIRCHILD, FORMER REDONDO BEACH POLICE OFFICER