

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, April 1, 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 - CANCELLED
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://us02web.zoom.us/webinar/register/WN_D6ThJvi_R3eP25ZuGFP46g

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.

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 PRESENTATION OF THE KEY TO THE CITY TO OUTGOING COUNCIL MEMBER NILS NEHRENHEIM FOR HIS 8 YEARS OF SERVICE](#)
- D.2. [OUTGOING REMARKS BY NILS NEHRENHEIM DISTRICT 1 COUNCILMEMBER](#)
- D.3. [MAYOR'S PRESENTATION OF THE KEY TO THE CITY TO OUTGOING COUNCILMEMBER TODD LOEWENSTEIN FOR HIS 8 YEARS OF SERVICE](#)
- D.4. [OUTGOING REMARKS BY TODD LOEWENSTEIN DISTRICT 2 COUNCILMEMBER](#)
- D.5. [MAYOR'S PRESENTATION OF THE KEY TO THE CITY TO OUTGOING CITY ATTORNEY MICHAEL WEBB FOR HIS 31 YEARS OF SERVICE](#)
- D.6. [OUTGOING REMARKS BY MICHAEL WEBB CITY ATTORNEY](#)
- D.7. [ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO ELECTED MAYOR JAMES A. LIGHT](#)
- D.8. [ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO ELECTED COUNCILMEMBER BRAD WALLER FOR DISTRICT 1](#)
- D.9. [ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO ELECTED COUNCILMEMBER CHADWICK CASTLE FOR DISTRICT 2](#)
- D.10. [ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO RE-ELECTED COUNCILMEMBER ZEIN OBAGI, JR. FOR DISTRICT 4](#)
- D.11. [ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO ELECTED CITY ATTORNEY JOY FORD](#)

RECESS IN HONOR OF NEWLY ELECTED OFFICIALS

RECONVENE TO OPEN SESSION

- E. APPROVE ORDER OF AGENDA**

F. AGENCY RECESS

F.1. [REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY](#)

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

F.2. [PARKING AUTHORITY - REGULAR MEETING - CANCELLED](#)

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT 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 REGULAR MEETING OF APRIL 1, 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:](#)
[A. DECEMBER 3, 2024 ADJOURNED AND REGULAR MEETING](#)
[B. DECEMBER 17, 2024 ADJOURNED AND REGULAR MEETING](#)
[C. JANUARY 7, 2025 ADJOURNED AND REGULAR MEETING](#)
[D. JANUARY 21, 2025 ADJOURNED AND REGULAR MEETING](#)
[E. FEBRUARY 4, 2025 ADJOURNED AND REGULAR MEETING](#)
[F. FEBRUARY 11, 2025 ADJOURNED AND REGULAR MEETING](#)
[G. FEBRUARY 18, 2025 ADJOURNED AND REGULAR MEETING](#)

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. [PAYROLL DEMANDS](#)
[CHECKS 30157-30174 IN THE AMOUNT OF \\$18,920.28, PD. 3/28/25](#)
[DIRECT DEPOSIT 292690-293380 IN THE AMOUNT OF \\$2,360,782.60, PD. 3/28/25](#)
[EFT/ACH \\$9,289.90, PD. 3/14/25 \(PP2506\)](#)

[ACCOUNTS PAYABLE DEMANDS](#)

CHECKS 118694-118878 IN THE AMOUNT OF \$1,799,554.83
EFT CALPERS MEDICAL INSURANCE \$500,472.43
DIRECT DEPOSIT 100009265-100009351 IN THE AMOUNT OF \$100,769.24,
PD.4/1/25

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE THE PURCHASE OF A FORD MAVERICK XL HYBRID TRUCK FROM COLLEY AUTO CARS, INC. FOR USE BY THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$34,663 AND AUTHORIZE THE MAYOR TO EXECUTE ALL RELATED PROCUREMENT DOCUMENTS

2. APPROVE AN AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC TO PREPARE THE ENVIRONMENTAL REVIEW FOR THE COYOTE MANAGEMENT PLAN IN AN AMOUNT NOT TO EXCEED \$9,530 FOR THE TERM APRIL 1, 2025 TO OCTOBER 1, 2025

3. APPROVE AN AGREEMENT WITH HUNTINGTON BEACH MOTORSPORTS, INC. DBA HUNTINGTON BEACH HONDA FOR MAINTENANCE AND REPAIR OF THE POLICE DEPARTMENT TRAFFIC UNIT MOTORCYCLE FLEET IN AN AMOUNT NOT TO EXCEED \$34,999 FOR THE TERM APRIL 1, 2025 TO MARCH 31, 2026 WITH TWO AUTOMATIC ONE-YEAR RENEWALS

4. APPROVE AN AGREEMENT WITH SABLE COMPUTER, INC., DBA KIS COMPUTER CENTER, FOR IT PROJECT SERVICES IN AN AMOUNT NOT TO EXCEED \$34,400 FOR THE TERM APRIL 1, 2025 TO MARCH 31, 2026

5. APPROVE AN AGREEMENT WITH LEADING RESOURCES, INC. FOR STRATEGIC PLANNING FACILITATION SERVICES IN AN AMOUNT NOT TO EXCEED \$30,000 FOR THE TERM APRIL 1, 2025 TO MARCH 31, 2026

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.6. AUTHORIZE THE CITY CLERK TO POST A VACANCY ON THE BUDGET & FINANCE COMMISSION DUE TO CHADWICK CASTLE'S ELECTION AS DISTRICT 2 CITY COUNCILMEMBER

CONTACT: ELEANOR MANZANO, CITY CLERK

H.7. ACCEPT AS COMPLETE THE ANITA STREET AT PACIFIC COAST HIGHWAY TO MARIA AVE STREET IMPROVEMENTS (WESTBOUND CHANNELIZATION) PROJECT, JOB NO. 41240, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER AND TO RELEASE THE RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. APPROVE THE PURCHASE OF THREE 2025 VEHICLES FROM OLATHE FORD SALES INC. FOR USE BY THE POLICE DEPARTMENT, INVESTIGATIONS

DIVISION, FOR A TOTAL COST OF \$158,886

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.9. ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2504-019 OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE DESCRIBING THE MAINTENANCE AND IMPROVEMENT OF STREET LIGHTS AND LANDSCAPING IN THE CITY OF REDONDO BEACH, CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026.

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.10. APPROVE FUNDING AGREEMENT #9200000000M460208 WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY REGARDING THE NORTH REDONDO BEACH BIKEWAY EXTENSION PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.11. APPROVE A TWO-YEAR AGREEMENT WITH C J CONCRETE CONSTRUCTION, INC. TO PROVIDE SIDEWALK REPAIR SERVICES FOR A TOTAL COST NOT TO EXCEED \$580,000

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.12. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2504-020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO MARINE MAMMAL CARE CENTER LOS ANGELES

APPROVE A LEASE WITH MARINE MAMMAL CARE CENTER LOS ANGELES FOR OFFICE SPACE WITHIN PIER PLAZA AT 111 W. TORRANCE BLVD., SUITE 150, FOR A TWO-YEAR TERM STARTING ON APRIL 1, 2025

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

- H.13. ADOPT BY TITLE ONLY ORDINANCE NO. 3292-25 AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 4 SECTION 2-4.01 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO FIRE DEPARTMENT RULES AND REGULATIONS, FOR SECOND READING AND ADOPTION

CONTACT: PATRICK BUTLER, FIRE CHIEF

- H.14. APPROVE AMENDMENT TO THE AGREEMENT WITH HEALTH NET FOR USE OF FUNDS FOR THE PALLET SHELTER EXPANSION AND IMPLEMENTATION OF THE ALTERNATIVE CRISIS RESPONSE PILOT PROGRAM TO EXTEND THE TERM TO DECEMBER 31, 2025

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY
JOY A. FORD, CITY ATTORNEY-ELECT

I. **EXCLUDED CONSENT CALENDAR ITEMS**

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

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

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. [DISCUSSION AND POSSIBLE ACTION ON THE CREATION OF AN ECONOMIC DEVELOPMENT WORKING GROUP AND A CITY COUNCIL ECONOMIC DEVELOPMENT SUBCOMMITTEE](#)

[RECEIVE AND FILE A REPORT ON THE ONGOING EFFORTS OF THE BUSINESS CONCIERGE PROGRAM](#)

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

N.2. [DISCUSSION AND POSSIBLE ACTION ON THE STATUS OF OPERATIONS AT THE REDONDO BEACH PERFORMING ARTS CENTER AND OPTIONS FOR MAXIMIZING FACILITY REVENUE](#)

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

N.3. [DISCUSSION AND POSSIBLE ACTION REGARDING THE AMENDMENT OF THE REDONDO BEACH MUNICIPAL CODE CAMPING ORDINANCE.](#)

[INTRODUCE BY TITLE ONLY ORDINANCE NO. 3293-25, AMENDING MUNICIPAL CODE CHAPTER 34 TO TITLE 4 REGARDING UNLAWFUL CAMPING, FOR INTRODUCTION AND FIRST READING](#)

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY
JOY A. FORD, CITY ATTORNEY-ELECT

N.4. [DISCUSSION, CONSIDERATION AND POSSIBLE DIRECTION TO STAFF REGARDING RULES OF CONDUCT FOR CITY COUNCIL MEETINGS](#)

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

JOY A. FORD, INCOMING CITY ATTORNEY

CHERYL PARK, ASSISTANT CITY ATTORNEY

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

R.1. [CONFERENCE WITH 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](#)

[PROPERTY:](#)

[Portions of the Redondo Beach Marina Parking Lot, Seaside Lagoon, and California Surf Club](#)

[239 & 245 N. Harbor Drive, Redondo Beach, CA 90277
\(portions of APN #s: 7503-029-900 and 7503-029-903\)](#)

[NEGOTIATING PARTIES:](#)

[Allen Sanford, BeachLife Festival](#)

[UNDER NEGOTIATION:](#)

[Price and Terms](#)

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

The next meeting of the City Council of the City of Redondo Beach will be a Special 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, April 15, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



Administrative Report

D.1., File # 25-0445

Meeting Date: 4/1/2025

TITLE

MAYOR'S PRESENTATION OF THE KEY TO THE CITY TO OUTGOING COUNCIL MEMBER NILS NEHRENHEIM FOR HIS 8 YEARS OF SERVICE



Administrative Report

D.2., File # 25-0443

Meeting Date: 4/1/2025

TITLE

OUTGOING REMARKS BY NILS NEHRENHEIM DISTRICT 1 COUNCILMEMBER



Administrative Report

D.3., File # 25-0449

Meeting Date: 4/1/2025

TITLE

MAYOR'S PRESENTATION OF THE KEY TO THE CITY TO OUTGOING COUNCILMEMBER TODD LOEWENSTEIN FOR HIS 8 YEARS OF SERVICE



Administrative Report

D.4., File # 25-0446

Meeting Date: 4/1/2025

TITLE

OUTGOING REMARKS BY TODD LOEWENSTEIN DISTRICT 2 COUNCILMEMBER



Administrative Report

D.5., File # 25-0451

Meeting Date: 4/1/2025

TITLE

MAYOR'S PRESENTATION OF THE KEY TO THE CITY TO OUTGOING CITY ATTORNEY
MICHAEL WEBB FOR HIS 31 YEARS OF SERVICE



Administrative Report

D.6., File # 25-0450

Meeting Date: 4/1/2025

TITLE

OUTGOING REMARKS BY MICHAEL WEBB CITY ATTORNEY



Administrative Report

D.7., File # 25-0421

Meeting Date: 4/1/2025

TITLE

ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO ELECTED MAYOR JAMES A. LIGHT



Administrative Report

D.8., File # 25-0418

Meeting Date:

TITLE

ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO ELECTED COUNCILMEMBER BRAD WALLER FOR DISTRICT 1



Administrative Report

D.9., File # 25-0419

Meeting Date: 4/1/2025

TITLE

ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO ELECTED COUNCILMEMBER CHADWICK CASTLE FOR DISTRICT 2



Administrative Report

D.10., File # 25-0420

Meeting Date: 4/1/2025

TITLE

ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO RE-ELECTED COUNCILMEMBER ZEIN OBAGI, JR. FOR DISTRICT 4



Administrative Report

D.11., File # 25-0417

Meeting Date: 4/1/2025

TITLE

ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO ELECTED CITY ATTORNEY JOY FORD



Administrative Report

F.1., File # 25-0430

Meeting Date: 4/1/2025

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

**AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, APRIL 1, 2025 - 6:00 P.M.
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET**

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

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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

C. CONSENT CALENDAR

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

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of April 1, 2025.

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

C3. APPROVAL OF MINUTES

a. Regular Meeting of March 11, 2025.

C4. APPROVAL OF CHECK NUMBER 000557 THROUGH 000559 IN THE AMOUNT OF \$4,509.63.

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, May 6, 2025, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

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

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

AFFIDAVIT OF POSTING

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

Legislative Body Community Financing Authority
Posting Type Regular Meeting Agenda
Posting Locations 415 Diamond Street, Redondo Beach, CA 90277
 ✓ Adjacent to Council Chambers
Meeting Date & Time April 1, 2025 6:00 p.m. Open Session

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

*Eleanor Manzano, City Clerk
Redondo Beach Community Financing Authority*

Date: March 28, 2025

MOTION TO READ BY TITLE ONLY

and waive further reading of all
Ordinances and Resolutions on the Agenda.

Recommendation - Approve



REGULAR MEETING OF THE REDONDO BEACH COMMUNITY FINANCING AUTHORITY

CALL MEETING TO ORDER

Chair Light called a Regular Meeting of the Redondo Beach Community Financing Authority (RBCFA) to order at 7:05 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

RBCFA Members Present: Behrendt, Kaluderovic, Lowenstein, Nehrenheim, Obagi,
Chair Light

Officials Present: Mike Witzansky, City Manager
Melissa Villa, Analyst

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Kaluderovic, seconded by Member Obagi, and approved by voice vote, the order of the agenda, as presented.

The motion carried 5-0.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION - None

B.1. BLUE FOLDER ITEMS - None

C. CONSENT CALENDAR

C.1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of March 11, 2025.

C.2. APPROVAL OF MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.

C.3. APPROVAL OF MINUTES a. Regular Meeting of January 7, 2025. b. Regular Meeting of February 4, 2025.

C.4. APPROVAL OF CHECK NUMBER 000554 THROUGH 000555 IN THE AMOUNT OF \$3,804.50.

There were no public comments on this item.

Motion by Member Kaluderovic, seconded by Member Obagi, and approved by voice vote, the Consent Calendar, as presented.

The motion carried 5-0.

D. EXCLUDED CONSENT CALENDAR ITEMS - None

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Chair Light invited public comments on non-agenda items. There was no response and Chair Light closed this portion of the meeting.

F. EX PARTE COMMUNICATIONS - None

G. PUBLIC HEARINGS - None

H. OLD BUSINESS - None

I. NEW BUSINESS - None

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 7:06 p.m.

There being no further business to come before the Redondo Beach Community Financing Authority, Member Kaluderovic moved, seconded by Member Obagi, and carried by voice vote, to adjourn the meeting at 7:06 p.m. to a Regular meeting to be held at 6:00 p.m. on Tuesday, April 1, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

The motion carried 5-0.

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

Respectfully submitted,

Eleanor Manzano, CMC
City Clerk



Administrative Report

Authority Action Date: April 1, 2025

To: CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY

From: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

Subject: CHECK APPROVAL

RECOMMENDATION

Approve check number 000557 through 000559 in the total amount of \$4,509.63.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check numbers 000557 through 000559 in the total amount of \$4,509.63. Check number 000557-000558 are to reimburse the City for expenses paid by the City on behalf of the Community Financing Authority. Check number 000559 is to pay for Redondo Beach Pier Association Dues.

BACKGROUND

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

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

Per the lease agreement, the City is responsible for the cost of monthly service costs for water, sewer, and trash; possessory interest taxes; common area expenses as defined;

Administrative Report

April 1, 2025

Check Approval

Page 2

and the repairs to the structural portions of the Building. On a monthly basis, the City is reimbursed for such expenses by the CFA.

The payment to the City of Redondo Beach on check number 000557 in the amount of \$1,228.78 is for the reimbursement of March 2025 expenditures made by the City on the Community Financing Authority's behalf.

The payment to the City of Redondo Beach on check number 000558 in the amount of \$671.02 is for the April – June 2025 sewer fee in connection with the ownership of the Kincaid's Restaurant building.

The payment to the Redondo Beach Pier Association on check number 000559 in the amount of \$2,609.83 is for the January through March 2025 dues in connection with the ownership of the Kincaid's Restaurant building.

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check number 000557 through 000559 in the total amount of \$4,509.63.

Submitted by:
Stephanie Meyer, Interim Finance Director

Approved for forwarding by:
Mike Witzansky, City Manager

Attachment:

- Summary Check Register

**COMMUNITY FINANCING AUTHORITY
Summary Check Register**

DATE	CHECK NO	AMOUNT	PAYEE	DESCRIPTION
04/01/25	000557	\$ 1,228.78	City of Redondo Beach	Reimbursement (Water Utility)-March 2025
04/01/25	000558	\$ 671.02	City of Redondo Beach	Sewer Fee - October - December 2024
04/01/25	000559	\$ 2,609.83	Redondo Pier Association	Dues - April - June 2024
		<u>\$ 4,509.63</u>		



Administrative Report

F.2., File # 25-0462

Meeting Date: 4/1/2025

TITLE

PARKING AUTHORITY - REGULAR MEETING - CANCELLED

NOTICE OF CANCELLED MEETING PARKING AUTHORITY

NOTICE IS HEREBY GIVEN THAT THE REGULAR PARKING AUTHORITY MEETING SCHEDULED FOR APRIL 1, 2025 AT 6:00 P.M. HAS BEEN CANCELLED DUE TO LACK OF BUSINESS.

ELEANOR MANZANO

City Clerk



Administrative Report

G.1., File # 25-0411

Meeting Date: 4/1/2025

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 25-0412

Meeting Date: 4/1/2025

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 1, 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 Regular Agenda
Posting Locations 415 Diamond Street, Redondo Beach, CA 90277
 ✓ Adjacent to Council Chambers
Meeting Date & Time April 1, 2025 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: March 28, 2025



Administrative Report

H.1., File # 25-0412

Meeting Date: 4/1/2025

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 1, 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 Regular Agenda
Posting Locations 415 Diamond Street, Redondo Beach, CA 90277
 ✓ Adjacent to Council Chambers
Meeting Date & Time April 1, 2025 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: March 28, 2025



Administrative Report

H.2., File # 25-0413

Meeting Date: 4/1/2025

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 # 25-0414

Meeting Date: 4/1/2025

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

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

- A. DECEMBER 3, 2024 ADJOURNED AND REGULAR MEETING
- B. DECEMBER 17, 2024 ADJOURNED AND REGULAR MEETING
- C. JANUARY 7, 2025 ADJOURNED AND REGULAR MEETING
- D. JANUARY 21, 2025 ADJOURNED AND REGULAR MEETING
- E. FEBRUARY 4, 2025 ADJOURNED AND REGULAR MEETING
- F. FEBRUARY 11, 2025 ADJOURNED AND REGULAR MEETING
- G. FEBRUARY 18, 2025 ADJOURNED AND REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



Administrative Report

H.3., File # 25-0414

Meeting Date: 4/1/2025

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

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

- A. DECEMBER 3, 2024 ADJOURNED AND REGULAR MEETING
- B. DECEMBER 17, 2024 ADJOURNED AND REGULAR MEETING
- C. JANUARY 7, 2025 ADJOURNED AND REGULAR MEETING
- D. JANUARY 21, 2025 ADJOURNED AND REGULAR MEETING
- E. FEBRUARY 4, 2025 ADJOURNED AND REGULAR MEETING
- F. FEBRUARY 11, 2025 ADJOURNED AND REGULAR MEETING
- G. FEBRUARY 18, 2025 ADJOURNED AND REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



Minutes
Redondo Beach City Council
Tuesday, December 3, 2024
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session –Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Mike Witzansky, City Manager
Lucie Colombo, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION - NONE

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Chief Deputy City Clerk Colombo reported there were no Blue Folder Items for Closed Session.

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

There were no public communications on Closed Session items and non-agenda items.

F. RECESS TO CLOSED – 4:35 p.m.

Chief Deputy City Clerk Colombo read title to the items to be considered in Closed Session.

City Manager Witzansky announced that the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich and Outside Legal Counsels Jon Welner and Abby O'Brien.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, and

approved by voice vote, to recess to Closed Session at 4:35 p.m.

Motion carried, 5-0.

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

AGENCY NEGOTIATOR:

**Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director
Brian Campbell, BC Urban**

PROPERTY:

**201 Fisherman's Wharf, Redondo Beach, CA 90277
(a portion of APN: 7505-002-913)**

NEGOTIATING PARTIES:

**Polife USA LLC - DBA Bae Watch
Dong (Gus) Kyu Park - Principal**

UNDER NEGOTIATION:

Lease Status, Price, and Terms

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT

- 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:

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

- 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:

**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.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:

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

Name of case:

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

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

Name of case:

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

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

Name of case:

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

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

Name of case:

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

F.9. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(2).

One potential case

F.10. CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Management and Confidential Employee GroupG.

RECONVENE TO OPEN SESSION – 6:00 p.m.

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

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

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced that there were no reportable actions taken by Council under Closed Session.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Loewenstein, seconded by Councilmember Obagi, and approved by voice vote, to adjourn to the regular meeting at 6:01 p.m.

Motion carried, 5-0.

6:00 PM - OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:02 p.m.

by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

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

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and be recognized for their service.

Logan, 8th Grader, Parras Middle School, led in the salute to the flag.

Mayor Light called for a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

D.1. MAYOR'S PRESENTATION OF THE CIVIC AWARD PLAQUE TO OFFICER ROBERT CARLBORG FOR HIS 17 YEARS OF SERVICE TO THE CITY

On behalf of City Council, Mayor Light and RBPD Chief Hoffman presented the Civic Award Plaque to Officer Robert Carlborg for his 17 years of service to the City.

D.2. MAYOR'S PRESENTATION OF THE KEY TO THE CITY TO LIEUTENANT COREY KING FOR HIS 26 YEARS OF SERVICE TO THE CITY

On behalf of City Council, Mayor Light and RBPD Chief Hoffman presented the Key to the City to Lieutenant Corey King for his 26 years of service to the City.

D.3. MAYOR'S PRESENTATION OF THE KEY TO THE CITY TO LIEUTENANT MICHAEL SNAKENBORG FOR HIS 29 YEARS OF SERVICE TO THE CITY

On behalf of City Council, Mayor Light and RBPD Chief Hoffman presented the Key to the City to Lieutenant Michael Snakenborg for his 29 years of service to the City.

Mayor Light acknowledged that Councilmember Obagi wins the spirit award for most colorful jacket.

Councilmember Nehrenheim spoke about participating in Supervisor Janice Hahn's

swearing in ceremony; announced the upcoming District 1 Community Meeting at Alta Vista on Saturday at 9:30 a.m., there will be an online meeting this month and the Riviera Village Holiday Stroll on Thursday.

Councilmember Loewenstein addressed the recent November District 2 Community Meeting and announced the upcoming Annual King Harbor Boat Parade.

Councilmember Kaluderovic thanked RBPD Chief Hoffman, RBFD Chief Butler and former Chief Aust for attending her community meeting.

E. APPROVE ORDER OF AGENDA

Mayor Light pulled Item No. P.1 from the agenda and reported it will come back to Council in two weeks.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, the order of the agenda, as amended, removing Item No. P.1, which will return in two weeks.

Motion carried 5-0.

Motion by Councilmember Loewenstein, seconded by Councilmember Kaluderovic, and approved by voice vote, to recess to the Regular meeting of the Redondo Beach Housing Authority at 6:21 p.m.

F. AGENCY RECESS

F.1. REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY – 6:21 p.m

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

F.2. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY – 6:30 p.m.

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:38 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano noted Blue Folder Items for Items No. H.6, H.8, H.11, N.1 and N.2.

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

Motion carried, 5-0.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF DECEMBER 3, 2024

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: A. JULY 16, 2024 ADJOURNED AND REGULAR MEETING B. JULY 23, 2024 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

**CHECKS 30031-30045 IN THE AMOUNT OF \$14,929.34, PD. 11/22/24
DIRECT DEPOSIT 287083-287701 IN THE AMOUNT OF \$2,341,450.64, PD. 11/22/24**

**EFT/ACH \$9,113.34, PD. 10/11/24 (PP2421)
EFT/ACH \$449,623.86, PD. 10/29/24 (PP2421)
EFT/ACH \$2,590.80, PD. 11/12/24 (PP2421)
EFT/ACH \$8,862.50, PD. 10/25/24 (PP2422)
EFT/ACH \$456,049.12, PD. 11/13/24 (PP2422)**

ACCOUNTS PAYABLE DEMANDS

**CHECKS 117056-117250 IN THE AMOUNT OF \$3,393,205.82
EFT CALPERS MEDICAL INSURANCE \$461,274.29
DIRECT DEPOSIT 100008910-100008998 IN THE AMOUNT OF \$92,920.81, PD.11/27/24**

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

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

- 1. APPROVE A FOURTH AMENDMENT TO THE AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR PRELIMINARY ENGINEERING DESIGN AND PERMITTING AS PART OF THE FULTON PLAYFIELD PROJECT, JOB NO 60280, FOR AN ADDITIONAL AMOUNT OF \$33,545 AND THE EXISTING TERM THROUGH APRIL 4, 2028**

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

- H.6. ACCEPT AS COMPLETE THE GRANT AVENUE SIGNAL IMPROVEMENT PROJECT, INCLUSIVE OF JOB NO. 41090, JOB NO. 41340, JOB NO 41350, AND JOB NO 41280, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY RECORDER AND RELEASE THE FINAL RETENTION PAYMENT OF \$161,084 TO SELECT ELECTRIC INC., UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.7. ADOPT BY TITLE ONLY ORDINANCE NO. 3285-24, AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING CHAPTER 7 ARTICLE 3, SECTIONS 3-7.1201, 3-7.1203, 3-7.1204, 3-7.1205, 3-7.1206, 3-7.1207, 3-7.1208 AND 3-7.1209 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING PARKING ZONES AND DELETING IN ITS ENTIRETY SECTION 3-7-1210 REGARDING TAXICAB STANDS. FOR SECOND READING AND ADOPTION**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.8. This Item was pulled from Consent, for separate discussion, by Councilmember Nehrenheim.**

- H.9. APPROVE AN AGREEMENT WITH ARTIST ERNESTO MARANJE FOR THE PUBLIC ARTWORK "SEA CHATTER" TO BE LOCATED ON THE N. CATALINA AVENUE AND N. GERTRUDA AVENUE WALLS BORDERING THE PUBLIC WORKS MAINTENANCE FACILITY AT 545 N. GERTRUDA AVENUE FOR AN AMOUNT NOT TO EXCEED \$90,000 AND THE TERM DECEMBER 3, 2024 TO DECEMBER 2, 2025**

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.10. APPROVE A LEASE WITH HDOS (HOT DOG ON A STICK) ACQUISITION, LLC FOR THE PREMISES AT 206 FISHERMAN'S WHARF FOR THE TERM**

**DECEMBER 3, 2024 TO DECEMBER 2, 2029 ADOPT BY TITLE ONLY
RESOLUTION NO. CC-2412-109, A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN
PROPERTY TO HDOS ACQUISITION, LLC**

**CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC
DEVELOPMENT DIRECTOR**

**H.11. This Item was pulled from Consent, for separate discussion, by
Councilmember Nehrenheim.**

**H.12. APPROVE AN AGREEMENT WITH FRONTIER CALIFORNIA, INC. TO
REPLACE THE CITY'S 9-1-1 TELEPHONE SYSTEM WITH A VESTA-NXT 9-1-
1 CLOUD CALL HANDLING SYSTEM USING CALIFORNIA OFFICE OF
EMERGENCY SERVICES GRANT FUNDS FOR AN AMOUNT NOT TO
EXCEED \$221,740 AND THE TERM DECEMBER 3, 2024 THROUGH
DECEMBER 2, 2029**

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

**H.13. APPROVE AN AMENDMENT TO THE AGREEMENT WITH ROBERT HALF,
INC. FOR STAFF AUGMENTATION SERVICES TO PROVIDE A TEMPORARY
ACCOUNTANT FOR THE FINANCIAL SERVICES DEPARTMENT FOR AN
AMOUNT OF \$75,000 FOR THE EXISTING TERM THROUGH DECEMBER 31,
2025**

**APPROVE AN AMENDMENT TO THE AGREEMENT WITH ROBERT HALF,
INC. FOR STAFF AUGMENTATION SERVICES TO PROVIDE A TEMPORARY
ASSISTANT PLANNER AND A TEMPORARY ADMINISTRATIVE ASSISTANT
FOR THE COMMUNITY DEVELOPMENT DEPARTMENT FOR AN AMOUNT
OF \$32,500 AND TO EXTEND THE TERM THROUGH MARCH 31, 2025**

**CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR;
MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR**

Councilmember Nehrenheim pulled Item No. H.8 from Consent for separate discussion and reported a new Hot Dog on a Stick will replace the one that left.

Councilmember Kaluderovic pulled Item No. H.11 from Consent for separate discussion.

Mayor Light invited public comments on this item.

Joan Irvine, District 1, thanked the Cultural Arts Commission for following the proper protocol for vetting artists for Public Art; reported the protocol was not followed when the Commission chose an artist for public art in the Esplanade; talked about the importance of following established protocols and procedures.

There were no other public comments on this item.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and approved by voice vote, the Consent Calendar, as amended, with Items No. H.8 and H.11 pulled for separate discussion.

Motion carried, 5-0.

City Clerk Manzano read title to Ordinance No. CC-3285-24 and Resolution No. CC-2412-109.

I. EXCLUDED CONSENT CALENDAR ITEMS

H.8. APPROVE A DESIGN MODIFICATION TO THE BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PROJECT, JOB NO 40510 TO REMOVE THE INSTALLATION OF CLASS III BIKE ROUTE MARKINGS ON CERTAIN STREETS INCLUDING THOSE WITH A SPEED LIMIT OF MORE THAN 30 MILES PER HOUR FROM THE PROJECT, IN ACCORDANCE WITH SENATE BILL 1216 THAT TAKES EFFECT ON JANUARY 1, 2025

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

Councilmember Nehrenheim addressed the item; stated he is interested in Palos Verdes Boulevard (from Torrance to PCH); asked for more information and suggested considering resident's concerns regarding speed and truck traffic in the area; suggested sending this to the Public Works and Sustainability Commission.

Public Works Director Winje reported that the State mandate prohibits the installation of new sharrows on streets where the speed is over 35 mph; noted that the speed limit on Palos Verdes Boulevard is 30 mph, but that staff recommends removal of a section of sharrows there as well because sharrows provide a false sense of security for cyclists. He responded to questions from Councilmember Nehrenheim regarding the possibility of making the entire Palos Verdes Boulevard a Class 2 bicycle lane and noted it can be done if the City is willing to give up travel lanes or parking lanes; discussed the steps involved in removing parking in the area to accommodate Class 2 bicycle lanes, the timeline and the possibility of going from a Class 2 to a Class 3 sharrows. Public Works Director Winje commented on keeping the Class 3 sharrows on Palos Verdes Boulevard, with the exception of the last quarter mile on the east end as it approaches Torrance, where it would be Class 2; Councilmember Nehrenheim agreed and added that he would like the Public Works and Sustainability Commission to evaluate the matter.

Councilmember Obagi reported receiving a call from the Mayor of Hermosa Beach, Dean Francois, with concerns about sharrows on Prospect Avenue in Hermosa Beach; noted it does not continue into Redondo Beach and discussed cooperation

between the cities to have a continuous route.

Public Works Director Winje reported the characteristics of the roadway in Hermosa Beach is different than Redondo Beach; discussed installing Class 2 or a protected Class 2; referenced a previous project called "Road Diet" which was abandoned due to negative feedback from residents.

Councilmember Obagi stated he favors getting as many protected bicycle lanes as possible; spoke about available transportation funds through the COG and asked about plans for Prospect.

City Manager Witzansky noted that Prospect has a high volume of traffic, several schools and residential properties which compete for parking; talked about abandoning the Road Diet project because of potential traffic impacts; stated staff would love to add more protected bicycle lanes but is unsure as to how practical they would be.

Councilmember Loewenstein commented on the dangers of sharrows along that street; noted they are not practical and spoke in support of staff recommendations.

In reply to Councilmember Obagi's question, Public Works Director Winje stated there is no good route in the City with bicycle routes running north and south.

Councilmember Loewenstein spoke about a pedestrian cut-through just north of the high school and noted the lack of a north/south bicycle route.

Councilmember Kaluderovic mentioned safety is a top priority when it comes to this issue.

Mayor Light invited public comments.

Liam Welsh (via Zoom), District 5, spoke in favor of this item and of complying with State law; agreed with the need for a north/south bicycle route, spoke about protected bicycle lanes providing kids with a safe way to ride their bikes; encouraged Council to move forward with considering the feasibility of installing protected bicycle lanes throughout the City.

Grace Peng (via Zoom) talked about Prospect being an important north/south corridor; explained how hard it is to bicycle through the area; encouraged installing protected bike lanes for increased safety and improved traffic.

Kyle Johnson (via Zoom), District 1, agreed with previous speakers; addressed the benefits of investing in high quality bike infrastructure; supported the installation of protected bike lanes on Prospect.

City Clerk Manzano reported receiving five eComments with four in support of the

item.

There were no other public comments on this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, Item No. H.8, as amended to keep the Class 3 sharrows on Palos Verdes Boulevard, with the exception of the last quarter mile on the east end as it approaches Torrance, where it would be Class 2 and send the matter to the Public Works and Sustainability Commission for their consideration of making the entire Palos Verdes Boulevard a Class 2.

Brief discussion followed regarding the possibility of investigating the feasibility of installing protected bike lanes on Juanita.

Councilmember Loewenstein referenced a pedestrian crossway on Paulina and mentioned it may be practical to install a bike lane there; agreed there is no good north-south route and stated he would love to find a solution.

Discussion followed regarding discussing routing through the school campus with the Redondo Beach Unified School District.

Motion carried, 5-0.

H.11. APPROVE AN AGREEMENT WITH SHARP PERFORMANCE, INC. FOR A COGNITIVE PERFORMANCE COACHING PLATFORM FOR THE POLICE AND FIRE DEPARTMENTS FOR AN AMOUNT NOT TO EXCEED \$75,600 AND THE TERM DECEMBER 3, 2024 TO DECEMBER 3, 2025

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

Councilmember Kaluderovic invited RBPD Chief Hoffman and Rbfd Chief Butler to the front; spoke about the importance of the subject and asked for a brief report.

RBPD Chief Hoffman described the program and addressed the Sharp Cognitive Performing Coaching Platform; spoke about extending it out to the entire community at some point.

Rbfd Chief Butler spoke about the success of the program; stated the received a \$36,000 grant specifically for this program; mentioned increased numbers of suicides among police and fire; reported Redondo Beach will be the first City in the nation where both the Police and Fire Departments participate in the program.

In reply to Councilmember Kaluderovic's question, RBPD Chief Hoffman addressed the timeline for implementation and training.

Councilmember Nehrenheim felt it would be worthwhile to send this to the Public Safety

Commission.

Mayor Light invited public comments.

Joan Irvine, District 1, commended the City for providing mental health services to first responders; spoke about her experience working with the Children Abuse Prevention Hotline and with first responders; addressed the importance of providing resources for the physical and mental health of City staff.

Jess Money, District 3, questioned why RBPD Officers need these services and why they need to be trained by Navy SEALs; spoke about RBPD and RBFd salaries and suggested if they need performance counseling, they should buy it themselves.

Nancy Skiba (via Zoom), District 4, Public Safety Commission, spoke favorably about this item and thanked the City for providing this service to first responders.

Mark Nelson (via Zoom) spoke in support of the item and noted this is a complex issue.

There were no other public comments on this item.

Councilmember Obagi wanted to clarify what RBPD Chief Hoffman said about needing to have this type of training in response to Jess Money's comments; spoke about the importance of offering high salaries for recruiting and retaining quality officers; commended Council in continuing to work to ensure the City has the best Public Safety personnel possible.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, to approve Item No. H.11, as presented.

Motion carried 5-0.

Councilmember Behrendt left the chambers at 7:22 p.m.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Mary Drummer, District 1, Representing Redondo Beach on L.A. Vector Control Board, spoke about seeking reappointment to the Board; presented an update regarding the agency and recent activity; noted she would be honored to continue to serve.

Councilmember Behrendt returned to the chambers.

Laura Duke, District 3, spoke favorably on the new pavers at the International Boardwalk; commented positively on the Skate Park and on Hot Dog on a Stick.

Jess Money, District 3, spoke about his objection of Measure FP; stated since it has passed, he has some suggestions including attempting a land swap for the Fire Station on Catalina and building a combined Police and Fire facility on the Annex.

Joan Irvine, District 1, spoke about her work advocating for cannabis and seniors; talked about attempts at embarrassing her and being called names; discussed a negative blog that was started about her after she declared her candidacy for Mayor by someone running for City Council; reported the same person made a comment about her age; noted that seniors make up 45% of voters, bring a lot of wisdom and experience to the City and can contribute to bettering the City.

Councilmember Loewenstein left the chambers at 7:35 p.m.

Mark Nelson (via Zoom) spoke about concerns that people were not getting accurate information from BCHD and discussed their EIR; urged Council to ensure that BCHD's statements are vetted before making any decisions.

Melissa DeChandt (via Zoom) reiterated concerns regarding the safety of cannabis products currently in the market including pesticide contamination; urged City Council to consider a delivery only model after products have been determined safe; thanked Councilmember Behrendt for the recent survey he distributed; commented favorably on the pavers at the International Boardwalk.

Councilmember Loewenstein returned to the chambers.

Kyle Johnson (via Zoom), District 1, opined the Mary Drummer item should have been covered under Item No. P.1.

Mayor Light responded that the item was pulled from the agenda, so the item was appropriate.

City Clerk Manzano reported receiving one eComment for J.1.

Councilmember Kaluderovic left the chambers.

There were no other public comments, and Mayor Light closed this portion of the meeting.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

M.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE ANNUAL REPORT FROM THE REDONDO BEACH TRAVEL & TOURISM BOARD

(RBTTB) FOR THE PERIOD SEPTEMBER 2023 TO AUGUST 2024

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2412-110, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE REPORT OF THE REDONDO BEACH TRAVEL & TOURISM BOARD FOR THE PERIOD OF SEPTEMBER 2023 TO AUGUST 2024 IN CONNECTION WITH THE REDONDO BEACH TOURISM MARKETING DISTRICT

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

Councilmember Kaluderovic returned to the chambers.

W.E.D. Director Kapovich introduced the item and deferred to Rebecca Elder, RBTTB, for a report.

Rebecca Elder, Chair for RBTTB, introduced Kevin O'Brien with PSM Communication Arts and together they narrated a PowerPoint presentation with details of their Annual Report for September 2023 to August 2024.

Councilmember Obagi left the chambers.

Discussion followed regarding the ads, the booking engine conversion rate, checking on the ad targeting, the biggest source of reservations, reallocation of carryover, adjustment of optimization, use of AI, building brand recognition, raising awareness over time, pricing pressures in rates, South Bay occupancy, contingency funds, preparing for future events, positioning Redondo Beach near SoFi Stadium and the Redondo Beach occupancy rates.

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to receive and file the RBTTB Annual Report for September 2023 to August 2024 and adopt by title only, Resolution No. CC-2412-110.

Councilmember Obagi returned to the chambers.

Mayor Light invited public comments.

Eugene Solomon, City Treasurer, thank the RBTTB for the report; talked about much of the money going into marketing, resulting in growth and improvements impacting the City's revenues.

Councilmember Nehrenheim thanked City Treasurer Solomon, as he was instrumental in moving the Board forward; commented on Short-term Rentals (STRs) in the City and whether they have cannibalized the hotels.

Councilmember Kaluderovic left the chambers.

In reply to Councilmember Obagi's questions, RBTTB Chair Rebecca Elder discussed the charge of the Board, noting it is specifically to drive transient occupancy.

There were no other public comments on this item.

The motion carried 4-0-1, by voice vote. Councilmember Kaluderovic was absent.

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE ADOPTION OF AN ADDENDUM TO THE FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE REDONDO BEACH FOCUSED GENERAL PLAN UPDATE, ZONING ORDINANCE UPDATE AND LOCAL COASTAL PROGRAM AMENDMENT PERTAINING TO THE FLOOR AREA RATIO AT THE BEACH CITIES HEALTH DISTRICT CAMPUS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2412-111, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ADDENDUM TO THE FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NUMBER 2023050732) FOR THE REDONDO BEACH FOCUSED GENERAL PLAN UPDATE, ZONING ORDINANCE UPDATE AND LOCAL COASTAL PROGRAM AMENDMENT PERTAINING TO THE FLOOR AREA RATIO AT THE BEACH CITIES HEALTH DISTRICT CAMPUS

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

Community Development Director Wiener narrated a PowerPoint presentation with details of the Administrative Report.

Councilmember Obagi left the chambers.

Councilmember Kaluderovic returned to the chambers.

Community Development Director Wiener detailed an Addendum to the PEIR.

Councilmember Obagi returned to the chambers.

Councilmember Loewenstein left the chambers.

Community Development Director Wiener presented recommended actions and offered to respond to questions from Council. He pointed out that the BCHD is not before Council tonight and will not be before Council when making the policy decision; talked about a separate EIR for the project where the City will have some discretion as well.

Discussion followed regarding not binding the City to future decisions regarding the FAR cap or specific projects for the site and future projects needing to go through the CUP discretionary process.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, to adopt by title, Resolution No. CC-2412-111.

Councilmember Loewenstein returned to the chambers.

In reply to Councilmember Nehrenheim's questions, Community Development Director Wiener discussed the size of the BCHD site as per their EIR; addressed mitigation measures, the Kensington project and determining project impacts at the Planning Commission level.

City Manager Witzansky reported that an application that would utilize a greater FAR would need to be studied on its own merit.

Mayor Light mentioned that just doing an EIR at this level does not confer a development right.

Community Development Director Wiener confirmed there is no FAR cap at the BCHD location.

In reply to Councilmember Loewenstein's questions, Community Development Director Wiener discussed the two components involved in the BCHD proposed project: one are the services that BCHD offers, and two, the 157 potential assisted living units; discussed conversations with HCD and meeting the City's RHNA numbers if the units have their own kitchens and are set up as independent living units.

More discussion ensued regarding HCD.

Councilmember Behrendt left the chambers.

Jennifer Kelley (via Zoom), Placeworks, spoke about assessments of environmental impacts in the Addendum, criteria for the EIR and PEIR and assumptions and analysis for the various topics under CEQA.

Mayor Light left the chambers.

Councilmember Behrendt returned to the chambers.

Jennifer Kelley continued responding to questions from Council regarding impacts of an increased FAR City-wide.

Discussion followed regarding the General Plan amendments requiring an Article 27

vote, the timeline for considering policy decisions, and confirmed the election will not be in March 2025.

Mayor Pro Tem Kaluderovic invited public comments.

Mary Drummer spoke about the General Plan being a blueprint for what the City should look like; noted what it does not take into account is who the City is in terms of how neighbors, the youth, and elderly are enabled and treated; discussed how BCHD is being accused of not being transparent; appreciated consideration of the 1.25 FAR for BCHD; commended staff for weathering the barrage of public comments and stated BCHD is a jewel of the City and should be treated as such.

Laura Duke, District 3, spoke about BCHD not having a specific project on which to base their request; pointed out that with their Healthy Living Campus project, BCHD has a FAR of .83; questioned why they are asking for a 1.25 FAR and believed BCHD is misleading by connecting Alcove to this FAR public zone request; suggested that they should be allowed to continue the square footage they currently have on the property; questioned Council's consideration of this before making a decision regarding all PI zones; believed the City is setting a bad precedent; wondered why City staff is recommending it and why Placeworks has not presented what a 1.25 FAR would look like; opined Council should adopt the GPAC recommendations of .75 on all PI land except City Hall which is currently at 1.25.

Geoff Gilbert, District 2, stated that all the ecomments regarding BCHD's request for a 1.25 FAR referred to the good work and programs BCHD offers; noted this is about a building; reported BCHD has confused the issue which has nothing to do with the services offered at Alcove; felt BCHD believes they have the right to build without the City's authority and urged Council not to grant their request for a 1.25 FAR. Instead, he suggested having the developer submit their plans for review by the Planning Commission, City Council, and the public.

Jess Money, District 3, referenced Community Development Director Wiener's comments regarding Council having discretion to modify this in the future; understood that this is being given special consideration because BCHD has threatened to sue the City; encouraged City Council not to approve their request; questioned being able to mitigate negative impacts and listed his predictions.

Bob Pinzler reported this item is not urgent; spoke about prior questionable actions and more recent efforts by BCHD to promote their request for a 1.25 FAR; discussed Measure BC and the need for BCHD to admit their financial woes; noted Former Mayor Bill Brand was fearful of incrementalism and the policy Council is discussing implements that process; stated the variance invites others to seek the same zoning decision when their time comes.

Rosann Taylor, District 2, opposed allowing a 1.25 FAR for BCHD; stated she does not want a multi-story building right next to her house; addressed negative impacts;

suggested that BCHD look at other ways to raise revenue.

Tom Bakaly, CEO for Beach Cities Health District, thanked Council for taking the time to consider their request; acknowledged they would need to go through the CUP process; referenced their certified EIR that was not legally challenged; noted the project is changing and evolving and urged City Council to approve it.

He responded to questions from Councilmember Nehrenheim regarding the Youth Wellness project, reduction of the scope from their original project and reported they will not be submitting an application at this time. He added that when Council asks him questions during public comments it feels like the City is singling them out.

Councilmember Obagi noted that the City has taken on a supplemental study for BCHD regarding this parcel and that is why the questions are being directed to him. He spoke about the CUP process and Planning Commission design review; shared slide 2B and statements indicating no physical development is proposed as part of the project; quoted from the Municipal Code specific to the need for Planning Commission design review and the appeals process; noted the matter will lead to an Article 27 vote; encouraged BCHD to look at alternatives for a well-accepted project by the community and to continue offering its services to the community.

Councilmember Obagi left the chambers.

Mayor Light reminded Council this is not about a project but rather about the SEIR.

Councilmember Obagi returned to the chambers.

Mary Ewell had hoped that staff would have implemented a 3D model to illustrate the impacts of a 1.25 FAR for the BCHD site; noted BCHD requests go against the recommendations of the GPAC and Planning Commission; spoke about BCHD acknowledging that 80% of the residents will not be able to afford occupancy in the assisted living center; found it reprehensible that BCHD would solicit comments from youth receiving services at Alcove; noted her appreciation to Councilmembers Loewenstein, Nehrenheim and Obagi for asking the right questions.

Jane Ann Diehl, Secretary/Treasurer for BCHD, spoke about projects being reviewed by Planning and related challenges; reported the request is for the ability of BCHD to build with a FAR of 1.25 for the future so they can provide more services.

Ann Wilson opposed the 1.25 FAR for BCHD; spoke about the FARs approved by the Planning Commission and the GPAC; mentioned a disparity between what is being discussed and the item on the agenda; stated she would have assumed that a presentation of the impacts of a 1.25 FAR on the site would have been made; felt there should be more time to study the addendum; opined BCHD does not care about the impacts to the City and referenced the failed Measure BC.

Motion by Councilmember Nehrenheim, Councilmember Kaluderovic, to extend Ann Wilson's time for commenting by 30 seconds.

Councilmember Loewenstein left the chambers.

In reply to Councilmember Behrendt's question regarding the reason for the extension, Councilmember Nehrenheim stated he likes public comments.

The motion carried, by voice vote, 3-1-1. Councilmember Behrendt was opposed, and Councilmember Loewenstein was absent.

Ann Wilson wondered why the City is rushing to make a decision for a non-project and spoke about the item overwhelming City resources.

Councilmember Loewenstein returned to the chambers.

Wayne Craig, District 1, spoke about a prior, similar case; expressed concerns regarding setting a precedent; noted if an exception is given for one, others will expect the same; suggested voting for approval and in the future, when a project comes up, let it go through the design review process.

Councilmember Obagi left the chambers.

Mark Nelson (via Zoom) stated that the 1.25 FAR needs to apply to all PI land or should apply to nothing in PI; opined the addendum is wrong; felt the analysis should have been PI up to 1.25 FAR and later decide a policy in terms of zoning.

Councilmember Obagi returned to the chambers.

Mark Nelson (via Zoom) continued to speak about the original district formation and funding; provided statistics on Measure BC and BCHD and did not see a need for a spot up zoning; talked about declining voter support and the obligation to serve residents of the District; noted BCHD already has the second largest FAR in all PI land.

Nancy Skiba (via Zoom), District 4, spoke about many meetings and public comments regarding this item, thereby monopolizing meetings; believed a 1.25 FAR seems excessive and it would be a mistake to be badgered into accepting the plan.

City Clerk Manzano reported receiving 54 eComments: 25 in support, 25 opposed, 1 neutral and 3 did not indicate.

Rolf Strutzenberg referenced a letter that mentioned a government code that prohibits spot zoning and that all PI land was to have a consistent FAR throughout; stated, now it seems, they are asking for exactly what they were opposing.

Jill Klausen (via Zoom), District 1, opposed the addendum; spoke about Council's

attempt to override the recommendations of the GPAC and Planning Commission; noted BCHD has admitted that 90% of those receiving services will come from outside the City; talked about the impacts of the increased FAR on roads, power grids and water supply; reiterated Council should oppose the addendum and prevent future strife for the City.

There were no other public comments on this item.

Councilmember Nehrenheim stated the City paid \$18,000 for this and mentioned all of the staff time spent on the matter; talked about mental health for the Youth Center and the fact that it is commercial property and separate from the subject parcel; referenced Bob Pinzler's statement and wondered if they should decide on everything at one time and not separately; asked Community Development Director Wiener if that is possible.

Community Development Director Wiener stated that Council could approve the addendum tonight or when the item is brought before Council to make a decision on a FAR cap, Council could also, concurrently, adopt the addendum.

Councilmember Nehrenheim stated he would be in favor of the latter, including getting all of the facts together and making the decision at the same time; added there is no requirement to act at this time.

Councilmember Loewenstein agreed and stated he does not see any advantage in deciding tonight.

Substitute motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to continue this item to when City Council will be considering a FAR Cap in January or February 2025.

The substitute motion failed, 2-3-0, by voice vote. Councilmembers Behrendt, Kaluderovic and Obagi were opposed.

The motion carried, 3-2-0, by voice vote. Councilmembers Loewenstein and Nehrenheim were opposed.

City Clerk Manzano read title to CC-2412-111.

Councilmember Obagi left the chambers.

Mayor Light noted he has conflicting opinions but will not veto Council's decision.

RECESS/RECONVENE

Motion by Councilmember Behrendt, seconded by Councilmember Kaluderovic, and approved by voice vote, to recess for 7 minutes at 9:37 p.m.

The motion carried 4-0-1. Councilmember Obagi was absent.

Mayor Light reconvened the meeting at 9:44 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Mayor Light

Councilmembers Absent: Obagi

N.2. DISCUSSION AND POSSIBLE ACTION PERTAINING TO RESOLUTION(S) ADDING BALLOT MEASURE(S) TO THE MARCH 4, 2025, GENERAL MUNICIPAL ELECTION TO AMEND AND ADD CERTAIN SECTIONS TO THE REDONDO BEACH CITY CHARTER PURSUANT TO RECOMMENDATIONS OF THE CHARTER REVIEW ADVISORY COMMITTEE AND CITY COUNCIL; SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS; DIRECTING THE CITY ATTORNEY TO PREPARE IMPARTIAL ANALYSES; AND TO CONFIRM OR ASSIGN NEW LETTER DESIGNATIONS TO EACH BALLOT MEASURE; AND

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2412-112, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF CERTAIN MEASURES RELATING TO AMENDING CHARTER ARTICLE XI ELECTIVE OFFICERS, POWERS AND DUTIES SECTION 11 CITY CLERK, ARTICLE XII CITY MANAGER POWERS AND DUTIES SECTION 12.3 POWERS AND DUTIES, AND ARTICLE XX FUNDS, DISBURSEMENTS AND LIABILITY SECTION 20.1 APPROVAL OF DEMANDS AND SETTING PROCEDURAL DETAILS; FOR THE ELECTION TO BE HELD ON TUESDAY MARCH 4, 2025, AS CALLED BY RESOLUTION NO. 2410-090; AND

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2412-113, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF CERTAIN MEASURES RELATING TO AMENDING CHARTER ARTICLE XI ELECTIVE OFFICERS, POWERS AND DUTIES SECTION 11.1 CITY TREASURER, AND SETTING PROCEDURAL DETAILS; FOR THE ELECTION TO BE HELD ON TUESDAY MARCH 4, 2025, AS CALLED BY RESOLUTION NO. 2410-090; AND

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2412-114, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF CERTAIN MEASURES RELATING TO AMENDING CHARTER ARTICLE IX, SECTION 9.15 ORDINANCES, PUBLICATION, ARTICLE XVII, SECTION 17.9 BUDGET HEARING AND ADOPTION AND ARTICLE XIX, SECTIONS 19

PUBLIC WORKS, CONTRACTS AND 19.5 LEGAL NOTICES, CONTRACT FOR PUBLICATION FOR THE ELECTION TO BE HELD ON TUESDAY MARCH 4, 2025, AS CALLED BY RESOLUTION NO. 2410-090; AND

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2412-115, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF CERTAIN MEASURES RELATING TO AMENDING CHARTER ARTICLE VI CITY COUNCIL SECTION 6.5. VACANCY, DECLARED BY COUNCIL, ARTICLE VIII THE MAYOR, ADDING SECTION 8.6 VACANCY, DECLARED BY COUNCIL, AND AMENDING ARTICLE X ELECTIVE OFFICES SECTION 10.2 ELECTIVE OFFICES, VACANCIES, LEAVE OF ABSENCE, TEMPORARY APPOINTMENTS FOR RESIDENCY, AND SETTING PROCEDURAL DETAILS; FOR THE ELECTION TO BE HELD ON TUESDAY MARCH 4, 2025, AS CALLED BY RESOLUTION NO. 2410-090; AND

CONTACT: ELEANOR MANZANO, CITY CLERK

City Clerk Manzano narrated a PowerPoint presentation with details of the six proposed ballot measures related to Charter amendments for the City Clerk duties and qualifications and recommended assigning the measures as CCD (City Clerk Duties) and CCQ (City Clerk Qualifications).

Discussion followed regarding other recommended measure names.

City Attorney Webb referenced Blue Folder Items related to duties and qualifications; added that Council must call the election tonight; stated he does not believe the Clerk and Treasurer resolutions can move forward but can be modified next week; addressed residency and the related resolution (Exhibit A); presented a strike-out version with the suggested edits; compared them with the two measures related to the City Clerk and displayed Charter Section 11 and conflicting versions. Additionally, he addressed Exhibit B; presented options for Council to consider relative to the City Clerk and City Treasurer; talked about the definitions of residence and domicile; hoped Council read the AG opinion; discussed “publication”; offered recommendations relative to “publishing” and recommended changing the resolutions for City Clerk and City Treasurer so they do not include competing resolutions.

Discussion followed regarding comparing what is currently in the Charter and what is being changed in terms of the City Treasurer.

City Treasurer Solomon explained one Charter Amendment involves the Current Section 11.1 duties, a second Charter Amendment would involve the Section 11.1 duties and adding qualifications.

City Attorney Webb expanded on the options available for Council's consideration including changes in duties and creating a new Section 11.1 to add qualifications for the

Treasurer; noted that there are already qualifications for the City Clerk.

Mayor Light suggested approving the structure and working on the final wording during next week's meeting.

City Attorney Webb responded to Councilmember Behrendt's questions regarding options for the ballot measures and whether to combine some.

Council made edits to Slide 3A as presented by Councilmember Behrendt; discussed one ballot measure for the duties and one for qualifications.

City Attorney Webb reiterated the suggestion to have one for duties and another for duties with qualifications added.

Discussion followed regarding making it simpler for voters to decide, avoiding voter confusion, ensuring that voters will understand what is being asked of them, preventing competing measures, following the single subject rule, having four different measures between the City Clerk and City Treasurer, implementing residency requirements consistently among the Mayor and Councilmembers, defining residency and the Election Code's definition of domicile.

Councilmember Nehrenheim spoke about the need to discuss residency and domicile; noted the Election Code has a 16-point test to define domicile.

Councilmember Obagi noted this item has been considered; talked about the definition of domicile as suggested by City Attorney Webb; asserted it is much clearer than weighing 16 factors.

City Attorney Webb indicated Councilmember Nehrenheim is arguing against the original motion that he made.

Councilmember Nehrenheim stated he seconded the motion; spoke about how complicated the issue is and believed it should be considered at a later time.

City Attorney Webb commented on defining residency and mentioned 349B and being able to enforce residency in the future if there is no definition.

Councilmember Nehrenheim spoke about 349B; agreed with two measures for the City Clerk and two for the City Treasurer and declaring that residency should apply to the Mayor and Councilmembers alike.

Councilmember Behrendt corrected a typo in the qualifications for the City Clerk.

City Clerk Manzano noted she had an issue with the title for Deputy Clerk and suggested changing it to Chief Deputy Clerk.

Councilmember Behrendt spoke about the substance of the qualifications for both the City Clerk and City Treasurer; wondered if it is specific enough in terms of work experience in investments and the language of “responsible position”. He asked the City Attorney to make recommendations on those issues when the matter is discussed next week; suggested considering an additional qualification for the City Clerk and City Treasurer that would make him/her to be eligible to run for office, including having served as an elected official.

Mayor Light invited public comments.

Bob Pinzler reported this has been considered for months; talked about the City Treasurer violating the Charter and the ability of the City Clerk to filibuster and stop the work of the City based upon the way the Charter is currently written; felt the issue with residency is controversial; commented on the length of the meeting and on agenda management issues; stated Council does not need to brain smith the topic and urged Council to approve the recommended changes and move the items forward.

Rolf Strutzenberg commented on the City Attorney’s recommendation to insert “by” to replace “to” relative to the residency; referenced Proposition H and opined the City Attorney is proposing something that is already there, and it just needs to be corrected at the City level.

There were no other public comments on this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein to approve the two items for City Treasurer and the City Clerk, name the Measures CAP for publication, CCD, CCQ, CTD, CTQ, and approve the recommendations relative to publication.

Substitute motion by Councilmember Behrendt to approve the two items for City Treasurer and the City Clerk, name the Measures CCD, CCQ, CTD, CTQ, approve the recommendations relative to publication and relative to residency and direct the City Attorney to review substantive language for the City Clerk and City Treasurer duties and qualifications and the ballot titles to bring back before Council at the next meeting.

Mayor Light suggested making two different motions with the second motion addressing residency only.

Councilmember Obagi seconded the substitute motion.

The substitute motion carried, by voice vote, 3-2-0. Councilmembers Nehrenheim and Loewenstein were opposed.

City Clerk Manzano read titles to Resolutions No. CC-2412-112, CC-2412-113, CC-2412-114 and CC-2412-115.

O. CITY MANAGER ITEMS

City Manager Witzansky noted that Council will need to focus on this during the next meeting; spoke about items on next week's agenda and noted Measure FP will be moved to the meeting of December 17, 2024.

P. MAYOR AND COUNCIL ITEMS

P.1. This item was pulled from the agenda by Mayor Light.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Nehrenheim requested consideration to bring in an employee group for the Teamsters during Closed Session.

Councilmember Behrendt indicated he would like City staff's input prior to supporting the item.

Councilmember Nehrenheim asked about the status of the Tree Ordinance and Riviera Village and City Manager Witzansky provided a brief update.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, to give direction to staff to place the City Manager's evaluation on the December 10, 2024, Closed Session meeting agenda.

The motion carried 5-0.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, and approved by voice vote, to agendaize for December 17, 2024, a discussion on any adjustment to contract terms or pay for the City Manager.

The motion carried 3-2-0. Councilmembers Loewenstein and Nehrenheim were opposed.

R. RECESS TO CLOSED SESSION – None

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION – None

The Closed Session meeting was cancelled.

T. ADJOURNMENT – 11:05 p.m.

There being no further business to come before the City Council, motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, to adjourn the

meeting at 11:05 p.m., to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to held at 6:00 p.m., on Tuesday, December 10, 2024 in the Redondo Beach City Hall Council Chambers, 415 N. Pacific Coast Hwy. Redondo Beach, California.

Motion carried, 5-0.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Minutes
Redondo Beach City Council
Tuesday, December 17, 2024
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session –Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Behrendt (arrived at 4:33 p.m.), Kaluderovic, Loewenstein, Obagi, Mayor Light

Councilmembers Absent: Nehrenheim

Officials Present: Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - NONE

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Analyst Villa reported there were no Blue Folder Items for Closed Session.

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

There were no public communications on Closed Session items and non-agenda items.

F. RECESS TO CLOSED – 4:35 p.m.

Analyst Villa read title to the items to be considered in Closed Session.

City Manager Witzansky announced that the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich and Outside Legal Counsels Jon Welner and Abby O'Brien.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and carried

by voice vote, to recess to Closed Session at 4:35 p.m.

The motion carried 4-0. Councilmember Nehrenheim was absent.

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

Title: City Manager

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

208 Yacht Club Way, Redondo Beach, CA 90277 King Harbor Marina (a portion of APN: 7503-003-900)

NEGOTIATING PARTIES:

Allen Ginsburg, Majestic KHM, LLC

UNDER NEGOTIATION:

Lease Terms

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

Name of case:

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

Case Number: 20STCP03193

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

Name of case:

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.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:

**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.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; City of Redondo Beach Department of Community Development, et al.
Case Number: 23STCP00426**

- 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:

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

- 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: 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**

RECONVENE TO OPEN SESSION – 6:00 p.m.

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

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

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced there were no reportable actions from Closed Sessions.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and approved by voice vote, to adjourn to the regular meeting at 6:01 p.m.

Motion carried, 5-0.

6:00 PM - OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:02 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

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

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and be recognized for their service.

Eve, 7th Grader, St. James Catholic School, led in the salute to the flag.

Mayor Light called for a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

Councilmember Nehrenheim spoke about the recent District 1 community meeting; reported the online meeting will be tomorrow at 6:30 p.m. and wished everyone Happy Holidays and a Happy New Year.

Councilmember Loewenstein announced there will be no District 2 meeting in December and wished everyone Happy Holidays and a Happy New Year.

Councilmember Kaluderovic thanked City staff for always going above and beyond and wished Happy Holidays to all.

Councilmember Obagi expressed his wishes for a Happy Holiday; thanked RBPD and Rbfd for transporting Santa around the City; encouraged parents to use the map on the City's website to see Santa's schedule.

Mayor Light wished everyone Happy Holidays.

E. APPROVE ORDER OF AGENDA

Councilmember Behrendt proposed moving Item No. P.3 before P.2.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, and approved by voice vote, to approve the order of the agenda, as amended, moving Item No. P.3 before P.2.

Motion carried, 5-0.

F. AGENCY RECESS - None

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano noted Blue Folder Items for Items No. H.18, J.1 and N.1.

Motion by Councilmember Kaluderovic, seconded by Councilmember Loewenstein, and approved by voice vote, to receive and file Blue Folder Items.

Motion carried, 5-0.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF DECEMBER 17, 2024

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

**CHECKS 30046-30056 IN THE AMOUNT OF \$8,021.37, PD. 12/6/24
DIRECT DEPOSIT 287702-288320 IN THE AMOUNT OF \$2,407,378.35, PD. 12/6/24**

EFT/ACH \$8,862.50, PD. 11/8/24 (PP2423)

EFT/ACH \$451,198.23, PD. 12/2/24 (PP2423)

EFT/ACH \$8,862.50, PD. 11/22/24 (PP2424)

EFT/ACH \$447,336.57, PD. 12/13/24 (PP2424)

ACCOUNTS PAYABLE DEMANDS

CHECKS 117252-117506 IN THE AMOUNT OF \$3,329,175.86

REPLACEMENT DEMAND 117251

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

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

1. APPROVE AN AGREEMENT WITH J.J. KANE ASSOCIATES, INC. DBA KEN PORTER AUCTIONS FOR AUCTION SERVICES AT A COMMISSION RATE OF 2.5% ON THE GROSS SALES PRICE OF AUCTIONED ITEMS FOR THE TERM DECEMBER 17, 2024 TO DECEMBER 16, 2029

2. APPROVE AN AGREEMENT WITH HOTEL ADVISORY, LLC DBA HVS ASSET MANAGEMENT FOR A COMPLIANCE REVIEW AND ANALYSIS OF DATA RELATED TO THE SITE SPECIFIC TAX AGREEMENT FOR THE HOTEL PROPERTIES ON MARINE AVE IN AN AMOUNT NOT TO EXCEED \$14,500 AND THE TERM DECEMBER 17, 2024 TO JUNE 30, 2025

3. APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH FLOCK

GROUP, INC. TO PURCHASE AN APPLICATION PROGRAMMING INTERFACE (API) TO ACCESS DATA ON OTHER COMPUTER PLATFORMS IN AN ANNUAL AMOUNT OF \$5,000 FOR THE EXISTING TERM THROUGH OCTOBER 2, 2027

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

H.6. APPROVE THE INSTALLATION OF MODULAR SPEED TABLES ON FLAGLER LANE BETWEEN 190TH STREET AND BERYL STREET

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. APPROVE PLANS AND SPECIFICATIONS FOR THE RESIDENTIAL STREET REHABILITATION PROJECT, JOB NO. 40190, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. APPROVE PLANS AND SPECIFICATIONS FOR THE NORTH REDONDO BEACH BIKEWAY EXTENSION PROJECT, JOB NO. 41250, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.9. APPROVE AMENDMENTS TO THE ON-CALL CONSULTING SERVICE AGREEMENTS WITH AGA ENGINEERS, INC., ARCHITERRA, INC., DENN ENGINEERS, ELIE FARAH, INC., GRIFFIN STRUCTURES, INC., IDS GROUP, INC., ONWARD ENGINEERING, SABERI & ASSOCIATES INC., AND TWINING, INC., RESPECTIVELY, TO INCREASE THE NOT TO EXCEED AMOUNTS BY \$100,000 EACH, FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$400,000 EACH, AND TO EXTEND THE TERM OF THE AGREEMENTS TO DECEMBER 31, 2026

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.10. APPROVE THE PURCHASE OF TWO 2025 FORD F-150 LIGHTNING TRUCKS FROM OLATHE FORD SALES INC. FOR USE BY THE PUBLIC WORKS DEPARTMENT FOR A TOTAL COST OF \$160,804

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.11. APPROVE AN AMENDMENT TO THE AGREEMENT WITH DOUGLAS DECASTRO, DBA SIGNVERTISE, FOR THE FABRICATION AND INSTALLATION OF ALUMINUM STRUCTURE BLADE SIGNS FOR THE TENANTS OF INTERNATIONAL BOARDWALK TO INCREASE THE NOT TO

EXCEED AMOUNT BY \$9,000, TO ACCOMMODATE PREVAILING WAGE REQUIREMENTS, FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$43,000 AND TO EXTEND THE TERM THROUGH FEBRUARY 28, 2025

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

- H.12. APPROVE AN AMENDMENT TO THE LEASE AGREEMENT WITH THE CHUKA FAMILY TRUST FOR THE COMMUNITY SERVICES AND POLICE DEPARTMENT OFFICES LOCATED AT 1922 ARTESIA BOULEVARD, REDONDO BEACH, CALIFORNIA FOR A TOTAL FIVE-YEAR AMOUNT OF \$1,389,326 AND THE TERM JANUARY 1, 2025 THROUGH DECEMBER 31, 2029**

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.13. ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2412-121, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, TO AUTHORIZE A BUDGET MODIFICATION FOR FISCAL YEAR 2024-2025 TO ALLOCATE TO AND APPROPRIATE PROPOSITION A LOCAL RETURN TRANSPORTATION FUNDS IN THE AMOUNT OF \$168,000 TO THE TRANSIT FUND APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH PARKING CONCEPTS, INC. FOR OPERATIONS AND MAINTENANCE OF THE BEACH CITIES TRANSIT AND WAVE DIAL-A-RIDE SYSTEM FOR AN UPDATED ANNUAL TOTAL NOT TO EXCEED AMOUNT OF \$3,564,833**

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.14. APPROVE THE PURCHASE OF 17 REPLACEMENT SETS OF FIRE DEPARTMENT PERSONAL PROTECTIVE EQUIPMENT FROM MUNICIPAL EMERGENCY SERVICES, INC. (MES) UTILIZING A COOPERATIVE PURCHASING AGREEMENT FROM NATIONAL PURCHASING PARTNERS FOR AN AMOUNT OF \$77,330**

CONTACT: PATRICK BUTLER, FIRE CHIEF

- H.15. APPROVE AN AGREEMENT WITH RESCUE ADVANCEMENT INCORPORATED TO PROVIDE CONTINUING EDUCATION TO FIRE DEPARTMENT PERSONNEL FOR THE MAINTENANCE OF EMT AND PARAMEDIC CERTIFICATION FOR A THREE-YEAR TOTAL AMOUNT NOT TO EXCEED \$255,000 AND THE TERM JANUARY 1, 2025 THROUGH DECEMBER 31, 2028**

CONTACT: PATRICK BUTLER, FIRE CHIEF

H.16. APPROVE AN AGREEMENT WITH HART INTERCIVIC, INC. FOR RENTAL OF TABULATION AND SOFTWARE, BALLOT DESIGN, AND PROFESSIONAL SERVICES FOR THE MARCH 4, 2025 GENERAL MUNICIPAL ELECTION FOR A TOTAL NOT TO EXCEED AMOUNT OF \$65,753 FOR THE TERM DECEMBER 17, 2024 - DECEMBER 17, 2027, WITH THE OPTION TO EXTEND ONE ADDITIONAL YEAR

CONTACT: ELEANOR MANZANO, CITY CLERK

H.17. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH CITY NET FOR STREET OUTREACH AND ENGAGEMENT SERVICES AND A CENSUS FOR AN ADDITIONAL AMOUNT OF \$332,214.17 AND TO EXTEND THE TERM TO JUNE 30, 2025.

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

H.18. APPROVE THE LEGAL SERVICES AGREEMENT WITH CROWELL AND MORING LLP FOR LEGAL SERVICES

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

H.19. RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY CITY COUNCIL ON OCTOBER 8, 2024

CONTACT: MIKE WITZANSKY, CITY MANAGER

H.20. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2412-122, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, UPDATING THE PAY AND BENEFITS PLAN FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

CONTACT: MIKE WITZANSKY, CITY MANAGER

Councilmember Obagi thanked City staff for acting quickly on approving the expansion of the North Redondo Beach bike path and moving forward with requesting bids for that project.

There were no public comments on the Consent Calendar.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and approved by voice vote, the Consent Calendar, as presented.

Motion carried 5-0.

City Clerk Manzano read titles to Resolutions No. CC-2412-121 and CC-2412-122.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Brad Waller, District 1, spoke about his experience and civic involvement in the City; announced he is running for City Council and looked forward to serving the community.

Mayor Light left the chamber.

Joan Irvine, District 1, announced she is running for Mayor.

Mayor Light returned to the chamber.

Joan Irvine, District 1, spoke about delays in moving projects forward, increased costs and staff time, the need for bond measures, the need to be more business friendly; talked about ensuring the City has a good balance of businesses, residents and City staff to work towards a thriving future and wished everyone Happy Holidays.

Andre Leroux, District 5, talked about privacy hedges being illegal in the City; mentioned the City's Fence Ordinance relative to side and rear yards; reported the City is prosecuting him for hedges he planted over 12 years ago and for which he obtained verbal approval from the City's Planning Department; noted the law has not been enforced historically; addressed the equitable treatment of all individuals and referenced a petition of 243 signatures in support of changing the ordinance.

Byung Cho, resident and Board Member, Redondo Beach Unified School District, thanked the City for working together with the Board on issues impacting the City and for its service to its residents and wished everyone a Happy Holiday Season.

There were no other public comments, and Mayor Light closed this portion of the meeting.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION ON THE CITY'S DRAFT CANNABIS REGULATORY ORDINANCES

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Community Services Director Hause narrated a PowerPoint presentation with details of a timeline of the topic and a review of the most recent version of the City's draft Cannabis Regulatory Ordinances. She requested additional direction from Council regarding the sales tax rate.

Councilmember Behrendt reported he was recently reminded that residents never voted on the specific question of whether to allow cannabis shops in the City; referenced an online survey and in-person interactions to determine where residents stood on the matter; noted that although many are in favor, there is no majority support in District 5 for cannabis shops; listed some of the reasons residents are opposed to retail cannabis shops including sending the wrong message to the youths and oversaturation of existing smoke, vape and liquor shops; believed a fair compromise would be to proceed with storefront cannabis in Redondo Beach, but not on Artesia Boulevard between Aviation and Inglewood.

Councilmember Loewenstein mentioned an online survey is one of the worst ways to gauge public opinion and stated the City does not set policy based on online polling. Regarding the compromise offered by Councilmember Behrendt, he stated it is not his district and would rather defer it to the Councilmember whose district it is in but felt if the store is done right, he is not opposed to a retail store.

Councilmember Obagi referenced Slide 3A; felt Councilmember Behrendt is being true to his constituents; spoke about issues concerning District 4; noted the corridor area has surplus parking; opined going with Councilmember Behrendt's suggestions would push parking to Aviation or to the Galleria; talked about a section on Aviation being allergic to cannabis because of lack of parking and surmised that Artesia Boulevard is much more suitable for a cannabis retail storefront; voiced his opposition to the compromise.

Councilmember Behrendt offered an alternative location for a cannabis shop on Artesia Boulevard.

Councilmember Kaluderovic asked Councilmember Behrendt what makes Artesia less viable as a retail location than the other viable locations in North Redondo.

Councilmember Behrendt reported he is concerned because Artesia Boulevard is already oversaturated with smoke shops and liquor stores and because of the proximity to residential uses and schools; mentioned the work Councilmember Obagi has done to make Artesia more attractive and this would not be a good addition to it.

Councilmember Kaluderovic felt there is no area that will not be tangible to students, acknowledged the discussion is important but asserted that the points made by Councilmember Behrendt can point to other areas in the City.

Councilmember Nehrenheim agreed about the oversaturation of smoke shops along Artesia; felt a contributing factor is that the City has no outlet legal process to police the

illegal shops and, by providing a pathway for legal shops, the City can do enforcement and ensure compliance; talked about having a high-end legal shop raising the bar for everyone and a good diamond mind in leasing and ownership; expressed concerns about unintended consequences.

Councilmember Behrendt announced enforcement took place today on an illegal cannabis shop on Artesia.

Councilmember Nehrenheim stated he supports a 4% sales tax as that was what was agreed to in a previous Council meeting.

Councilmember Loewenstein supported a 5% sales tax.

Community Services Director Hause reported that at one point, Council thought a development agreement of 5% would be fair.

Councilmember Obagi recalled the various cannabis companies were asked to tell Council the highest tax rate they could accept, and conversations landed on 7% or 8%; spoke in favor of a 5% rate after the rates for everything were raised in the last budget.

Councilmember Behrendt reported Council had spoke about 3% for a reason; felt it appropriate to set a rate at 4%; talked about decreasing the black market and noted the goal is to be a competitive and an attractive market for cannabis and the 4% rate should generate more customers and revenue.

Councilmember Obagi suggested a compromise at a 4.5% tax rate.

Councilmembers agreed with the compromise.

Community Services Director Hause requested direction regarding transfer of ownership.

Mayor Light recalled that Council was concerned with a business owner getting the entitlements and selling the business.

Councilmember Nehrenheim stated his support for requiring at least three years of operation.

Councilmember Kaluderovic recalled that there was a requirement to begin operations no later than 24 months after being awarded a license.

Discussion followed regarding the pros and cons of restricting or allowing for ownership transfer and the City's discretion for denying a new owner.

Community Development Director Hause reported that the transferee's application will be treated as a new application and will be evaluated according to procedures adopted

in the ordinance and will be vetted the same way. She responded to questions from Council about minimizing potential liability and the source of the proposed examples.

City Attorney Webb (via Zoom) addressed the pros and cons of allowing and prohibiting transfer of ownership; noted Council has less control if it allows the ability to transfer ownership.

Discussion followed regarding allowing the transfer while giving the City more say and the need to have a standard.

Councilmember Obagi referenced Slide 3A and in response to his question regarding the redline version, City Attorney Webb talked about the need to establish the pass/fail standard.

Councilmember Kaluderovic explained that she would lean towards not allowing the transfer of ownership, otherwise, Council would need to establish a minimum.

Councilmember Obagi suggested requiring the applicant to achieve at least as many points as the approved licensee achieved within the prior round.

Councilmember Loewenstein left the chambers.

Community Services Director Hause stated the only way they could vary in points would be in the ownership background and those specific to security.

Councilmember Obagi added they should have at least as many points as their predecessor.

Councilmember Loewenstein returned to the chambers.

In reply to Councilmember Nehrenheim's question, Councilmember Kaluderovic spoke about the only thing different being the ownership information.

Councilmember Nehrenheim supported keeping the language relative to being 3 years in operation after opening. He felt that leaving it as is, opens the Council to making a decision based on the merits.

Mayor Light noted the red line version is not consistent with the back line version.

Community Services Director Hause noted an error and made the appropriate correction to harmonize the requirements.

City Manager Witzansky talked about the goal of ensuring safe and continued operation; reported to allow for transfers gives the next buyer an opportunity to do that; mentioned the City would require that they maintain the same level of care and standards of operation; indicated that Councilmember Obagi's suggestion to bring them back for the

City to judge their proposed plan is a good suggestion, since it should mirror what was submitted originally, and if it does not, they would need to articulate it, and it will need to be at or above the prior standard; felt it was a solid metric.

More discussion followed.

Community Services Director Hause offered to wordsmith the document and return to Council for approval.

City Attorney Webb (via Zoom) reported that one of the issues is to specifically identify some of the things Council has discussed in terms of the same or better scores in specific areas; stated staff will develop operational standards and other areas where they must meet a minimum score and Council can make additional edits at a future meeting.

Community Services Director Hause spoke about needing direction relative to the definition of “owner”.

Discussion followed regarding requiring all owners to be listed in the application but only majority, with an interest of 20% or more, would participate in the interview process, using the same definition of “owner” as the State’s and ensuring the owner/operator is part of the interview process.

Councilmember Obagi referenced Slide 3A; addressed the definition of “owner”; expressed support and noted he is open to other ideas.

Councilmember Obagi left the chambers.

Discussion followed regarding adding to the interview portion of the application process that not just owners with 20% or more interest, but also management and operational staff, including but not limited to CEO, on-site Managers, etc.

Councilmember Nehrenheim suggested lowering the percentage of ownership to 15% or 10% to capture who the true owners are.

Community Services Director Hause requested direction regarding the time between final selection and operation and discussed prior direction.

Council agreed with prior direction of 24 months between issuance of a license and operations.

Regarding interview criteria, Community Services Director Hause confirmed that interviews will be conducted by staff and Council will only hear appeals.

Council agreed with the interview criteria as presented.

Additionally, Community Services Director Hause confirmed with Council suggested

edits as shown in the presentation and Council agreed with them.

Councilmember Behrendt talked about whether Council would like one cannabis retailer per district.

Councilmember Kaluderovic recalled a discussion regarding one cannabis retailer per zip code; talked about District 3 having areas of both North and South Redondo.

Community Services Director Hause referenced the September 17, 2024 City Council meeting, where the final motion was direction for staff to “remove the section that stated no retailer shall be established or located within 1000 feet, measured from the nearest property lines of each of the affective parcels or any other cannabis retailer”.

Councilmember Behrendt commented on allowing one cannabis retailer per district.

Community Services Director Hause provided an update on outstanding items including the fee schedule, the permit application form, a property owner consent and landlord affidavit and ultimately, the RFP; stated that if Council is generally accepting of the ordinance, staff can prepare it for first reading at the January 21, 2025 City Council meeting.

Councilmembers Obagi, Kaluderovic and Loewenstein thanked Community Services Director Hause for ushering in the ordinance.

Councilmember Nehrenheim spoke about making sure that the public understands there are multiple pathways to rescind the ordinance, licenses and CUPs. He referenced the State’s definition of ownership and agreed with Staff’s recommendations.

Mayor Light summarized the discussion noting general consensus regarding setting the tax rate at 4.5%, that regarding the transfer of ownership, it can be done after 3 years of operation and the new owner must maintain or improve the same minimum score as the original applicants, to list all owners in the application but include those with 20% or greater interest in the business, management and operational staff in the interview process and to set a maximum of 24 months between issuance of a license and operations.

Councilmember Behrendt mentioned the Permit Administrator will be a delegate of the City Manager and has taken on a number of ministerial duties and other functions; wondered if there are any duties of the Permit Administrator that should be done by Council such as the option to renew.

Mayor Light suggested having the Permit Administrator maintain his/her duties to advise the Council.

Community Services Director Hause reported it is up to the Permit Administrator to grant the two, two-year extensions and if the Permit Administrator does not grant them, it

would appeal to City Council.

Councilmember Behrendt proposed that City Council review the option to renew after five years of operation, instead of the Permit Administrator.

Mayor Light noted that future Councils can make changes as they see fit.

Councilmember Obagi spoke about hearing from operators that if Council wants to interview staff, they can be subject to a “bait and switch” and there is nothing holding the operator from actually employing those staff members in Redondo Beach.

Mayor Light spoke about the Federal Government requiring letters of commitment; noted that in California, they do not stand up, because a person has a right to a job.

City Manager Witzansky spoke about evaluating the ownership structure and management staff.

Mayor Light announced Mayor Pro Tem Kaluderovic will take charge of the meeting and left the chambers.

Mayor Pro Tem Kaluderovic invited public comments.

Melissa DeChandt, expressed her opposition to cannabis dispensary storefronts in the City; claimed that they increase the youth use of cannabis; urged Council to protect the youth and not try to make revenue this way; discussed illegal smoke shops; thanked Councilmember Behrendt for supporting the community; disagreed with Councilmember Loewenstein’s claims about online surveys; reported residents voted not to have dispensaries in the City.

Joan Irvine, District 1, expressed excitement about moving Council moving forward with this ordinance; spoke about her involvement in online youth protection; asserted that illegal sales will be thwarted by providing legal, adult-only cannabis dispensaries; described a new trend (robotripping), where kids abuse over-the-counter cough medication with DXP for a PCP-like effect; noted alcohol remains the drug of choice for teenagers and there are over 200 establishments in the City where they can go. Additionally, she mentioned on-line predators; questioned whether two legal cannabis stores in the City will destroy the youth; listed the benefits legal dispensaries will provide; suggested keeping the appeals window to 30 days; asserted that once an operator obtains a license, they will not need 24 months to open, as they have already spent thousands of dollars to get to this point.

Discussion followed regarding the number of days to file and the appeals window.

Courtney Caron mentioned Section 1.2 includes a requirement for proof of federal compliance; noted cannabis is not federally compliant and suggested removing “federal” from the definition; spoke about independent auditor requirements and related points;

reported Section 2.1 lists the wrong code and discussed additional edits to Sections 1.5, 2.7, 3.13, 4.19 and 6.2-04f including security guard training, taxes as fees and PTA comments.

Devin Wardlow, Embark, thanked Council and City staff for its work on this matter; felt it is time to move forward and clarified a requirement (Section 1, No. 4) relative to the applicant's history and relationships.

Mayor Light returned to the chambers.

Councilmember Loewenstein left the chambers.

Jim Muller, District 5, congratulated Councilmember Behrendt for reaching out directly to his constituents about whether they want a cannabis retail store in their district; spoke about two Councilmembers who have taken campaign contributions from cannabis interests and another who dismissed online surveys as a false subversion of democracy; suggested they take a survey of their districts; noted North Redondo residents do not want cannabis dispensaries along Artesia "just because they have parking"; opined the potential revenue expected by the City will not offset the damage done by such businesses.

Councilmember Loewenstein returned to the chambers.

Timothy Dodd, Sweet Flower, expressed gratitude to Council and staff for their work on this ordinance; spoke about the number of illegal dispensaries in the City of Pasadena before and after the implementation of legal cannabis dispensaries in that city; asserted that well-run, well-operated, legal stores force out illegal operations; addressed illegal shops selling high doses of THC and talked favorably about the proposed ordinance.

Jonatan Cvetko, District 1, talked about the City making its map restrictive; reported attending Councilmember Obagi's community meeting where he pointed out some of his concerns including that Council has not educated the community with the challenges facing the industry including financial struggles and testing issues; voiced his opposition to the ordinance and about the need to address issues of concerns.

Trisha Murakawa, District 4, Board Member of the El Camino Board of Trustees, thanked Council for moving this ordinance forward; felt that the City is doing the right thing by being very thoughtful; agreed that legal cannabis storefronts will prevent illegal sales and hoped the jobs generated will be union jobs.

Robert Merkelbach reported his company will apply for a cannabis license in Redondo Beach; looked forward to being a contributing business owner in the community and wished everyone Happy Holidays.

Wayne Craig, District 1, asked whether percentage ownership involves LLCs or entities and spoke about accounting for that in the definition of "ownership".

Nancy Skiba (via Zoom) thanked Council for making sure these will be well-tested, thoroughly vetted products and looked forward to seeing how it will work out.

City Clerk Manzano reported receiving 5 eComments, 4 opposed and 1 in support.

There were no other public comments on this item.

Discussion followed regarding the applicant experience in the local community and in other communities and addressing “applicable” federal compliance.

Councilmember Kaluderovic left the chambers.

City Attorney Webb (via Zoom) suggested that Council allow him, and Community Services Director Hause work on the matter and making it clear that federal regulations regarding cannabis as a controlled substance are not involved.

Councilmember Kaluderovic returned to the chambers.

Discussion followed regarding the independent auditor and applicable points involved.

Community Services Director Hause stated she will work with the City Attorney to ensure the appropriate edits are made, per Courtney Caron’s comments.

Discussion followed regarding Section 4.19 relative to ensuring the highest ranking security training, refining language regarding fees/taxes, reviewing levels of ownership including LLCs.

Motion by Councilmember Obagi, seconded by Councilmember Loewenstein, to approve the edits as discussed and summarized including setting the tax rate at 4.5%, maintaining transfer of ownership as proposed but requiring that the new operator maintain or improve the same minimum score as the original applicants, to list all owners in the application but include those with 20% or greater interest in the business, management and operational staff in the interview process, to set a maximum of 24 months between issuance of a license and operations and reviewing including language relative to LLCs and clarifying edits to specific sections of the ordinance.

Councilmember Behrendt referenced Slide 3A and specifically, Section 6-2.11, regarding the Permit Administrator and offered edits.

City Attorney Webb (via Zoom) explained the terms “administratively” versus at the “sole discretion” and stated if the intent is to have more control, all extensions could go to City Council.

City Manager Witzansky spoke about giving the Permit Administrator the discretion to make the choice not to be a perfunctory act.

Councilmember Behrendt suggested changing “administratively” to “at the sole discretion of” to Section 6-2.11(a).

Discussion followed regarding the process recommended by Tierra West, having the application go through the committee after having operated for 9 years, if an operator wants an additional 5 years, Council’s approval of the process and developing objective criteria for renewals.

Mayor Light offered an amendment to the motion adding “at the sole discretion of the Permit Administrator” to Section 6-2.11(a) and permits for the 5 years would be approved by application to the Permit Administrator.

City Manager Witzansky reported he interpreted “sole and absolute discretion” as giving the City more legal protection against whatever decision the Permit Administrator makes.

City Attorney Webb (via Zoom) noted there is no standard for the City to use in giving that discretion.

Discussion followed regarding maintaining or exceeding the original application score and developing specific objective criteria.

City Attorney Webb (via Zoom) offered to produce appropriate language to present to Council; addressed revoking licenses and agreed with the need to preserve the maximum discretion but asserted it needs to be based on objective standards.

Councilmember Obagi suggested adding noise and odor to the criteria.

Mayor Light confirmed the motion is being further amended to allow staff to have discretion and return to Council with a defined objective standard for the permit.

Councilmembers Obagi and Loewenstein accepted the amendments.

The motion carried 4-1-0, per the following roll call vote:

AYES:	Kaluderovic, Loewenstein, Nehrenheim, Obagi,
NOES:	Behrendt
ABSENT:	None
ABSTAIN:	None

Mayor Light thanked Community Services Director Hause, the City Attorney and staff for all the work done on the Cannabis Ordinance; complimented Council for tackling this difficult and complex topic; mentioned this moved along as expediently as was possible. Additionally, he thanked those in the industry who offered testimony and applauded everyone involved.

N.2. DISCUSSION AND POSSIBLE ACTION RELATED TO THE NEXT STEPS TO IMPLEMENT MEASURE FP, A VOTER-APPROVED \$93,350,000 GENERAL OBLIGATION BOND MEASURE FUNDING THE REPLACEMENT AND RENOVATION OF CRITICAL PUBLIC SAFETY INFRASTRUCTURE IN THE CITY OF REDONDO BEACH

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

City Manager Witzansky introduced the item; noted the involvement of various City departments; reported the initial action involves 5 specific items which will run on a parallel course; staff will execute those actions and move forward with different plans and implementation measures associated with oversight and other processes.

Assistant to the City Manager Smude narrated a PowerPoint presentation with details of Measure FP including immediate next steps.

Councilmember Behrendt left the chambers.

Interim Finance Director Meyer addressed the building of a financial team and engaging the Budget and Finance Commission; looked forward to returning with a more acute timeline.

Councilmember Behrendt returned to the chambers.

Discussion followed regarding the City Treasurer's role.

Public Works Director Winje addressed project planning and delivery.

Councilmember Loewenstein left the chambers.

City Manager Witzansky addressed the RFQ/RFI; reported it is expected it will be ready the middle or latter part of January; addressed identifying the internal point of contact from a staffing perspective; talked about making choices and needing someone with construction experience in the public safety world with municipal experience that will focus on Measure FP and allow staff to work on competing needs.

Councilmember Loewenstein returned to the chambers.

Mayor Light agreed with the City Manager's comments and spoke about having someone with experience in applying different strategies to the project.

Mayor Light offered to be an accelerator or a workload reliever.

Discussion followed on the importance of considering additional staffing.

Assistant to the City Manager Smude addressed additional considerations for Council.

Councilmember Obagi left the chambers.

Discussion followed regarding the overall management, ensuring continuity of service, establishing a bond oversight committee dealing with the fiscal nature of decisions, having a continuity of service maintenance program, considering whether the City Treasurer should have an appointment, implementing the School District's model and the timeline for forming the committee.

Councilmember Behrendt commented favorably on the report.

There were no public comments on this item.

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, and approved by voice vote, to receive and file the report.

Motion carried, 5-0.

Mayor Light moved to Item No. P.1.

O. CITY MANAGER ITEMS

City Manager Witzansky reminded the community of holiday hours of operation for City Hall and wished everyone Happy Holidays.

Mayor Light moved to Item No. Q.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND CONSIDERATION OF MAYOR LIGHT'S APPOINTMENT OF MARY DRUMMER AS THE CITY'S REPRESENTATIVE ON THE LOS ANGELES COUNTY WEST VECTOR CONTROL BOARD OF TRUSTEES

Mayor Light requested that City Council approve the appointment of Mary Drummer as the City's representative in the Los Angeles County West Vector Control Board of Trustees.

Councilmember Obagi returned to the chambers.

Motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, and approved by voice vote, to approve the Mayor's appointment of Mary Drummer as the

City's representative in the Los Angeles County West Vector Control Board of Trustees.

Motion carried, 5-0.

Mayor Light moved to Item No. P.3, per the amended agenda.

P.2. DISCUSSION AND POSSIBLE ACTION REGARDING ASSEMBLY BILL 1234 WHICH PERTAINS TO ETHICS TRAINING REQUIREMENTS FOR LOCAL OFFICIALS

Councilmember Nehrenheim spoke about AB 1234 requirements regarding the need for Councilmembers to report on meetings attended at the expense of the local agency; talked about needing to provide the opportunity for Councilmembers to report on AB 1234 on meeting agendas.

City Clerk Manzano suggested it could be added under Agenda Item No. D.

Assistant City Attorney Park briefly reviewed the requirement; opined that oral reports are acceptable and agreed Council should provide a report before being reimbursed.

Councilmember Behrendt wanted to know the specific requirements of the Council before making a commitment and moving forward.

In response to Councilmember Kaluderovic's question, Assistant City Attorney Park reported AB 1234 reporting is required only when seeking reimbursement for actual or necessary expenses in relation to meetings attended in an official capacity.

Councilmember Behrendt preferred waiting for the City Attorney's office to research the item before committing to a decision; wondered about the required format for reporting and suggested setting a reasonable time for submitting expenses at 6 months.

City Manager Witzansky referenced another resource for information on AB 1234 attached to the Staff Report.

Assistant City Attorney Park reported she will research the information and return to Council with a report.

Mayor Light suggested making a decision to comply and move on.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to add a section to the City Council agenda to allow for AB 1234 reporting under Item D: PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS.

Councilmember Behrendt offered a friendly amendment adding, "Subject to review by the City Attorney of reporting requirements".

Discussion followed regarding having it on the agenda for discussion first and placing the matter on the Consent Calendar for the next City Council meeting.

Substitute motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to place the item on the Consent Calendar for the next meeting to allow time for the City Attorney to explain AB 1234 requirements and provide direction to the City Clerk to amend the agenda, moving forward, if agreed to by Council.

Councilmember Behrendt agreed to the compromise.

Mayor Light spoke against increasing Staff's workload.

Councilmember Obagi withdrew his second to the substitute motion and asserted it is a simple act to place it in subsequent agendas.

The substitute motion died for lack of a second.

Councilmember Loewenstein urged Council to keep it simple, not to complicate the issue and just provide an oral report in the future.

Discussion followed regarding the reimbursement process and the time for filing expense reports.

Mayor Light invited public comments.

Lezlie Campeggi mentioned it is the law, so Council should just comply with it; noted a verbal report is simple to make and suggested filing an expense report after making the verbal report.

Austin Carmichael, District 5, believed the infrastructure is already in place and suggested just moving ahead to simply be in compliance with the law.

Wayne Craig, District 1, felt it is simple and involved just implementing the practice.

There were no other public comments on this item.

The motion carried 4-1 by voice vote. Councilmember Behrendt was opposed.

Mayor Light returned to Item No. O.

P.3. DISCUSSION AND DIRECTION TO STAFF REGARDING AMENDMENT OF THE EMPLOYMENT AGREEMENT WITH MIKE WITZANSKY TO SERVE AS CITY MANAGER

Mayor Light reported Council reviewed the City Manager's performance in May and formed a subcommittee who reviewed the performance evaluation with Council during

Closed Session; discussed changes in the agreement including a salary increase; addressed the subcommittee's evaluation and listed recommendations.

Councilmember Obagi reported that Mike Witzansky prepared a self-evaluation; addressed the number of agenda items for the last two years, achievements and accomplishments; commended him for his work and the Public Works Department for its excellent customer service and thanked him for sticking with the City.

Councilmember Nehrenheim felt that the City should not tie future Councils' hands and that if Council wants to add anything they should be able to do so; questioned adding another contractual year; believed the pay period should begin January 1, 2025 and disagreed with applying the pay increase retroactively. He recommended the pay increase apply to one year without the one-year extension.

Councilmember Loewenstein agreed with the comments stated so far.

City Manager Witzansky discussed the payroll cycles and reported it started with the close of the period and, therefore, back dated to December 14th this year.

Councilmember Kaluderovic stated she would be comfortable with the increase starting January 1, 2025 and go with the subcommittee's recommendation of a one-year extension.

Councilmember Obagi spoke about Mayor Light being a full-time, active Mayor and stated that together with the City Manager, they provide great value to the City.

There were no public comments on this item.

Motion by Councilmember Loewenstein, seconded by Councilmember Kaluderovic, to approve the agreement as amended to start the salary increase on January 1, 2025 and increase the term of the contract through 2027 and ask the City Attorney to make the necessary changes within the contract.

The motion carried 5-0, per the following roll call vote:

AYES:	Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi,
NOES:	None
ABSENT:	None
ABSTAIN:	None

City Manager Witzansky thanked Council for their support.

Mayor Light returned to Item No. P.2, per the amended agenda.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to place a discussion regarding Public Employee Unions and Teamsters on the Closed Session agenda for the first meeting in January 2025.

Councilmember Kaluderovic pointed out the numerous projects City staff and the City Attorney are working on and spoke against giving staff more to do.

The motion carried, 3-2, by voice vote. Councilmembers Behrendt and Kaluderovic were opposed.

Mayor Light commended Council for its work; announced he will be out of town beginning tomorrow through January 2, 2025.

R. RECESS TO CLOSED SESSION - None

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION - None

The Closed Session meeting was cancelled.

T. ADJOURNMENT – 10:08 p.m.

T.1. ADJOURN IN MEMORY OF JEANNE LEONARDI, LONG TIME REDONDO BEACH RESIDENT AND WIFE OF FORMER POLICE CHIEF JOE LEONARDI

Members of Council expressed his condolences to the Leonardi Family.

Councilmember Behrendt read about her involvement in public service.

There being no further business to come before the City Council, motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to adjourn the meeting at 10:08 p.m. in memory of Jeanne Leonardi, long-time Redondo Beach resident and wife of former Police Chief Joe Leonardi , to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to held at 6:00 p.m., on Tuesday, January 7, 2025 in the Redondo Beach City Hall Council Chambers, 415 N. Pacific Coast Hwy. Redondo Beach, California.

Motion carried, 5-0.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Minutes
Redondo Beach City Council
Tuesday, January 7, 2025
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session –Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - NONE

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Analyst Villa reported there were no Blue Folder Items for Closed Session.

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

There were no public communications on Closed Session items and non-agenda items.

F. RECESS TO CLOSED – 4:35 p.m.

Analyst Villa read title to the items to be considered in Closed Session.

City Manager Witzansky announced that the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, Human Resources Director Diane Strickfaden and Outside Legal Counsels Jon Welner and Abby O'Brient.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and carried by voice vote, to recess to Closed Session at 4:35 p.m.

The motion carried 5-0.

- 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:

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.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:

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.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:

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

Name of case:

9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community

Development; and DOES 1 through 100, inclusive
Case Number: 23STCP02189

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

Name of case:

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

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

Name of case:

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

- F.8. CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.**

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Teamsters - Union Local 911

RECONVENE TO OPEN SESSION – 6:00 p.m.

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

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

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced there were no reportable actions from Closed Sessions.

Mayor Light announced that Closed Session, next week, will begin at 6:00 p.m.

J. ADJOURN TO REGULAR MEETING

Mayor Light adjourned to Open Session at 6:02 p.m.

6:00 PM - OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:02 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

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

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and be recognized for their service.

Teagan, 2nd Grader, Beryl Heights Elementary School, led in the salute to the flag.

Mayor Light called for a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

Councilmember Nehrenheim wished everyone a Happy New Year; announced the District 1 community meeting will be on January 18th at Alta Vista; thanked Public Works and Public Safety for taking care of the Holiday Stroll area and encouraged residents to sign up for the upcoming Blood Drive.

Councilmember Loewenstein expressed his wishes for a Happy New Year and reported

the District 2 community meeting will be the latter part of January.

Councilmember Kaluderovic announced the District 3 community meeting will be this Saturday, on Zoom and thanked Rbfd for helping with the Palisades Fires.

Councilmember Obagi thanked Rbfd and RBPD for their service and work; announced the District 4 community meeting will be on February 3, 2025.

Councilmember Behrendt added that the District 5 community meeting will be a joint meeting with residents from District 4, on February 3, 2025 at the Redondo Beach Performing Arts Center.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, and approved by voice vote, to approve the order of the agenda, as presented.

Motion carried, 5-0.

F. AGENCY RECESS – 6:15 p.m.

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

F.2. PARKING AUTHORITY - REGULAR MEETING - CANCELLED

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:25 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano noted Blue Folder Items for Item No. J.1.

H. CONSENT CALENDAR

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

- A. JANUARY 16, 2024 ADJOURNED AND REGULAR MEETING**
- B. AUGUST 13, 2024 ADJOURNED AND REGULAR MEETING**
- C. AUGUST 20, 2024 ADJOURNED AND REGULAR MEETING**
- D. SEPTEMBER 3, 2024 ADJOURNED AND REGULAR MEETING**

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

**CHECKS 30057-30069 IN THE AMOUNT OF \$11,782.77, PD. 12/20/24
DIRECT DEPOSIT 288321-288948 IN THE AMOUNT OF \$2,624,356.74, PD. 12/20/24
EFT/ACH \$8,458.82, PD. 12/6/24 (PP2425)
EFT/ACH \$450,029.68, PD. 12/30/24 (PP2425)**

ACCOUNTS PAYABLE DEMANDS

**CHECKS 117507-117605 IN THE AMOUNT OF \$958,372.25
EFT CALPERS MEDICAL INSURANCE \$504,987.17
DIRECT DEPOSIT 100008999-100009087 IN THE AMOUNT OF \$106,790.46, PD.1/2/25**

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

H.5. ACCEPT AS COMPLETE THE TORRANCE BOULEVARD RESURFACING PROJECT, JOB NO. 41230 AND THE TORRANCE BOULEVARD & FRANCISCA AVENUE TRAFFIC SIGNAL MODIFICATION PROJECT, JOB NO. 41070; APPROVE AND AUTHORIZE THE CITY ENGINEER TO EXECUTE A FINAL BALANCING CHANGE ORDER, IN THE AMOUNT OF \$305,050; AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER AND RELEASE THE RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.6. APPROVE AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH KPFF, INC., A WASHINGTON CORPORATION, FOR ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000 AND THE TERM ENDING JANUARY 6, 2026**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.7. APPROVE THE SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE OF THE RENTAL REHABILITATION PROGRAM LOAN LIEN FOR THE PROPERTY AT 2003 BATAAN ROAD, REDONDO BEACH, CALIFORNIA 90278 PURSUANT TO THE TERMS OF THE CITY'S DEFERRED PAYMENT LOAN PROGRAM**

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.8. APPROVE THE THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY MANAGER**

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

There were no public comments on the Consent Calendar.

Motion by Councilmember Kaluderovic, seconded by Councilmember Loewenstein, and approved by voice vote, the Consent Calendar, as presented.

Motion carried 5-0.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Georgette Gantner, District 2, declared her candidacy for Mayor; voiced her excitement over improvements in the City and schools; spoke about thriving with collaboration and being energized by challenges; mentioned comments made by Councilmember Behrendt regarding cannabis dispensaries along Artesia and applauded him; referenced the beautification project along Artesia thereby providing another reason for not having dispensaries along Artesia and suggested placing dispensaries near medical centers.

Rick McQuillin, Manhattan Beach, spoke about forming a business development project for Artesia Boulevard; talked about the team, plans for Artesia to become a destination and spoke about an "Activate Artesia" module; went into detail on branding, positioning

and technology approaches; urged Council to contact him for additional information and help.

More discussion followed on getting contact information and working with the City.

Ron Maroko, District 3, provided an update on the Path of History contract; discussed challenges he faces after making a public records request; produced samples of redacted information he receives from his public records requests; spoke about making sure the public records process is transparent and asked about the status of the contract.

Motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, and approved by voice vote, to receive and file documents submitted by Ron Maroko.

The motion carried 5-0.

Councilmember Obagi asked for clarification on what Ron Maroko is seeking; Ron Maroko confirmed he wants to see the contract.

Dan Elder thanked First Responders for keeping people safe; reported a candidate for City Council who currently serves on the Redondo Beach Unified School District Board of Education has published a candidate statement intended to create controversy and erode public trust in the School District as a campaign talking point; felt it is a self-serving and incorrect interpretation of a conflict between the State, RBUSD Board policies and the City Charter; spoke in support of the Board and its members, who have served the community honorably for many years and prioritize students over politics. He discussed settling the issue and moving forward; noted too much time and money has already been spent on the topic and that continuing an issue that has already been resolved for personal, political gain is not good for students or the community.

Brad Waller, District 1, noted he is a candidate for City Council; spoke about the time and effort invested into the Cannabis Ordinance; talked about issues in the cannabis industry that cannot be ignored such as the financial instability of the industry, use of pesticides and testing issues and felt that it is prudent to pause and allow the next Council and Mayor elected by the people to weigh in on this matter.

Marie Puterbaugh, District 5, expressed concerns regarding a candidate running for City Council, Rolf Strutzenberg; referenced a document from an attorney indicating his actions reveal a troubling pattern of behavior that should disqualify him from running for public office; opined he showed blatant disregard for public accountability and the democratic process; talked about his leadership style being hostile and intimidating and creating an environment of chaos versus collaboration.

Motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, and approved by voice vote, to receive and file documents submitted by Marie Puterbaugh.

The motion carried 5-0.

There were no other public comments, and Mayor Light closed this portion of the meeting.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO THE REDONDO BEACH MUNICIPAL CODE TO STREAMLINE APPLICATIONS FOR ELECTRIC VEHICLE CHARGING STATIONS CONSISTENT WITH CALIFORNIA ASSEMBLY BILL 1236

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3286-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, AMENDING THE REDONDO BEACH MUNICIPAL CODE BY ADDING CHAPTER 28 - ELECTRIC VEHICLE CHARGING STATIONS TO TITLE 9, TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS FOR INTRODUCTION AND FIRST READING

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

Community Development Director Wiener and Chief Building Official Lorena Soules narrated a PowerPoint presentation with details of the Administrative Report.

Discussion followed regarding when the original ordinance was passed (2015), the number of applications received by the City during the last two years for EVC Stations, permit requirements for residential chargers, the timeline for processing an application and the need for more EV charging stations in the City.

Councilmember Obagi spoke about expediting the matter and making it easy for people to get EV chargers in the City.

Discussion followed on the application process for commercial use.

City Manager Witzansky spoke about continuing to add that infrastructure to the City and addressed grant application efforts.

In reply to Councilmember Nehrenheim's question, Community Development Director Wiener reported it mirrors the solar panel application process.

Councilmember Nehrenheim spoke favorably about the checklist created by Building and would like to see a similiar checklist available to residents to facilitate the permitting process.

In reply to Councilmember Nehrenheim's question about requirements for new construction, Building Official Soules reported that a new Building Code will go into effect January 1, 2026, and she can research and update Director Wiener to provide the information to City Council.

Councilmember Nehrenheim asked whether SCE has the capacity to support new EV chargers.

City Manager Witzansky talked about them having capacity issues with delivering new transformers and the necessary power to support the infrastructure; mentioned he will reach out to SCE and noted it depends on the location and the particular property being considered.

Mayor Light invited public comments.

Georgette Gantner asked about the infrastructure and connection needed and Building Official Soules stated it depends on the connector and the type of vehicle.

There were no other public comments on this item.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, and approved by voice vote, to introduce by title only Ordinance No. 3286-25, an ordinance of the City Council of the City of Redondo Beach, amending the Redondo Beach Municipal Code by adding Chapter 28 - electric vehicle charging stations to Title 9, to provide an expedited, streamlined permitting process for electric vehicle charging stations for introduction and first reading.

The motion carried 5-0.

City Clerk Manzano read title to Ordinance No. 3286-25.

O. CITY MANAGER ITEMS

City Manager Witzansky wished all a Happy New Year and stated he and City staff are enthusiastic about 2025. Additionally, he reported two RBF D Fire Engines were deployed to help with the Pacific Palisades fire.

P. MAYOR AND COUNCIL ITEMS

Councilmember Nehrenheim asked for a BRR on a parking permit program for the mid-year budget review.

In reply to Councilmember Loewenstein's question whether both new engines are operational, City Manager Witzansky reported that one engine is operational, and he was unsure about the second.

Councilmember Loewenstein asked when the City would be bringing back the ordinance on electronic signage.

City Manager Witzansky stated electronic signage will be brought to Council at its first meeting in February.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, to direct staff to agendaize a discussion about wave generated power in the Harbor on an upcoming Closed Session agenda.

The motion carried 5-0.

Councilmember Obagi requested a BRR on replacing the fencing around the Perry Park baseball field and whether it is eligible for QUIMBY fees; asked for a discussion on an upcoming agenda about the Path of History Marker contract.

City Manager Witzansky provide an update on the Path of History Marker program noting it is in the works and in motion.

Councilmember Obagi thanked Gary Margolis for correcting various typographical errors.

Mayor Light requested BRRs on revenues year over year (2023/2024) for December Riviera Village parking and sales tax revenues, including the fiscal impact of the decision; requested that Council consider a discussion in an upcoming Closed Session related to Beach Life in the California Surf Club.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, to place a discussion regarding Beach Life in the California Surf Club, on the Closed Session agenda for January 14, 2025.

The motion carried 5-0.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION - None

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION - None

The Closed Session meeting was cancelled.

T. ADJOURNMENT – 7:00 p.m.

There being no further business to come before the City Council, motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to adjourn the meeting at 7:00 p.m. to an Adjourned Regular meeting to be held at 6:00 p.m. (Closed Session), on Tuesday, January 14, 2024 in the Redondo Beach City Hall Council Chambers, 415 N. Pacific Coast Hwy., Redondo Beach, California.

Motion carried, 5-0.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Minutes
Redondo Beach City Council
Tuesday, January 21, 2025
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION

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

E. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS AND NON-AGENDA ITEMS - None

F. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

555 North Harbor Drive, Redondo Beach, CA 90277 (a portion of APN: 7503-008-901)

NEGOTIATING PARTIES:

Kevin Ketchum, Port Royal Marina, LGW Investments, LLC

UNDER NEGOTIATION:

Lease Status, Price, and Terms

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

Name of case:

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

Case Number: 20STCP03193

- 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:

In re 9300 Wilshire LLC Bankruptcy C.D. Cal.

Case Number: 2:23-bk-10918-ER

- 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:

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.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: Corteza, Warlie v. City of Redondo Beach, Quality Seafood, Inc., BC Urban, LLC and DOES 1 to 25
Case Number: 25TRCV00066**

Analyst Villa read title to the items to be considered in Closed Session.

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

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and carried by voice vote, to recess to Closed Session at 4:33 p.m.

The motion carried 5-0.

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

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Cheryl Park, Assistant City Attorney
Laura Diaz, Records Mgmt Coordinator/ Deputy
City Clerk

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky reported the case under Item F.9, Council directed the City Attorney to defend the City in the matter.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and carried by voice vote, to adjourn to the regular meeting at 6:01 p.m.

The motion carried 5-0.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:01 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Eleanor Manzano, City Clerk (via Zoom)
Mike Webb, City Attorney
Mike Witzansky, City Manager

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and recognized them for their service.

Maddie, 5th Grader, Jefferson Elementary School, led in the salute to the flag.

Mayor Light called for a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

EXPENSE REPORTS

Councilmember Nehrenheim announced the online District 1 community meeting tomorrow night.

Councilmember Loewenstein announced the District 2 online community meeting will be a week from tonight, January 28th from 6:00 p.m. to 7:30 p.m.; stated he will be joined by the RB Fire and PD and announced the topic would be the fires in the Palisades and Altadena Eaton Canyon fires.

Councilmember Obagi announced a joint North Redondo community meeting on February 3rd, 6:00 p.m. at the Redondo Beach Performing Arts Center. He reported that Thursdays and Fridays are no burn days per the AQMD.

Councilmember Behrendt spoke about the upcoming joint North Redondo community meeting; stated that the RB Fire and Police will be presenting at the community meeting and the City will be honoring them; reported the Public Works meeting will continue to a later date.

Councilmember Obagi announced Public Works is continuing to hose down playgrounds in the City to address concerns about ashes.

Mayor Light stated there is a ban on leaf blowers to combat the toxic ashes in the air; commended the City's First Responders for putting their lives on the line for others.

E. APPROVE ORDER OF AGENDA

Council concurred to approve the order of the agenda, as presented.

F. AGENCY RECESS – 6:07 p.m.

Motion by Councilmember Loewenstein, seconded by Councilmember Obagi, and approved by voice vote, to recess to a Special Meeting of the Successor Agency at 6:07 p.m.

The motion carried 5-0.

F.1. SPECIAL MEETING OF THE SUCCESSOR AGENCY

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:14 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim,

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano reported receiving Blue Folder items for Item No. J.1 and N.1.

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

The motion carried 5-0.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JANUARY 21, 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:
A. SEPTEMBER 17, 2024 ADJOURNED AND REGULAR MEETING
B. OCTOBER 1, 2024 ADJOURNED AND REGULAR MEETING**

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

**CHECKS 30070-30085 IN THE AMOUNT OF \$18,310.64, PD. 1/3/25
DIRECT DEPOSIT 288949-289560 IN THE AMOUNT OF \$2,293,507.78, PD. 1/3/25**

**CHECKS 30086-30098 IN THE AMOUNT OF \$9,144.44, PD. 1/17/25
DIRECT DEPOSIT 289561-290183 IN THE AMOUNT OF \$2,297,071.10, PD. 1/17/25**

EFT/ACH \$9,423.24, PD. 1/3/25 (PP2501)

EFT/ACH \$200.00, PD. 1/7/25

EFT/ACH \$8,638.32, PD. 1/11/25

EFT/ACH \$450,622.96, PD. 1/27/25 (PP2501)

ACCOUNTS PAYABLE DEMANDS CHECKS 117609-117878 IN THE AMOUNT OF \$3,109,992.80

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

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

1. APPROVE A CONSULTING SERVICES AGREEMENT WITH SWAPE, LLC FOR ENVIRONMENTAL REVIEW SERVICES IN AN AMOUNT NOT TO EXCEED \$6,000 AND THE TERM JANUARY 21, 2025 TO DECEMBER 31, 2025

2. APPROVE AN AGREEMENT WITH LEADING RESOURCES, INC. TO ASSIST WITH THE PREPARATION OF A COMMUNITY DEVELOPMENT DEPARTMENT STRATEGIC PLAN IN AN AMOUNT NOT TO EXCEED \$12,000 AND THE TERM JANUARY 21, 2025 TO MAY 31, 2025

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

H.6. APPROVE AN AGREEMENT WITH PACIFIC AQUASCAPE INTERNATIONAL, INC. FOR THE REPAIR OF THE LOWER POND AT WILDERNESS PARK, JOB NO. 31010, FOR AN AMOUNT NOT TO EXCEED \$420,069, WITH A TERM THROUGH JANUARY 20, 2028

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. APPROVE AN AMENDMENT TO THE AGREEMENT WITH COAST CONSTRUCTION GROUP FOR THE DESIGN AND CONSTRUCTION OF A SEABASS GROW-OUT FACILITY IN KING HARBOR TO INCREASE THE AMOUNT BY \$4,500 FOR A NEW NOT TO EXCEED TOTAL OF \$71,500 AND TO EXTEND THE TERM BY FOUR WEEKS TO AUGUST 1, 2025

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

H.8. APPROVE THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE REPORT FOR THE DEVELOPMENT OF THE CITY'S FIVE-YEAR COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.9. APPROVE A GRANT AWARD PACKAGE AND CERTIFICATIONS AND ASSURANCES STATEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE, FOR THE FY 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM IN THE AMOUNT OF \$13,698 FOR THE TERM

OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2025

ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2501-001 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2024-2025 BUDGET MODIFICATION TO APPROPRIATE \$13,698 IN BUREAU OF JUSTICE ASSISTANCE FY 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS TO THE CITY'S INTERGOVERNMENTAL GRANTS FUND

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.10. APPROVE BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2501-002 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2024-2025 BUDGET MODIFICATION TO APPROPRIATE \$58,728 IN GRANT YEAR 2023 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE CITY'S INTERGOVERNMENTAL GRANTS FUND

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE
PATRICK BUTLER, FIRE CHIEF**

H.11. ADOPT BY TITLE ONLY ORDINANCE NO. 3286-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, AMENDING THE REDONDO BEACH MUNICIPAL CODE BY ADDING CHAPTER 28 - ELECTRIC VEHICLE CHARGING STATIONS TO TITLE 9, TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS FOR SECOND READING AND ADOPTION

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

H.12. APPROVE AN AMENDMENT TO THE AGREEMENT WITH MELAD AND ASSOCIATES, INC. FOR BUILDING PLAN CHECK REVIEW AND PERMIT TECH SERVICES TO INCREASE THE AMOUNT BY \$150,000 FOR A NEW CONTRACT NOT TO EXCEED TOTAL OF \$311,000

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

H.13. APPROVE AN AMENDMENT TO THE AGREEMENT WITH BOWMAN INFRASTRUCTURE ENGINEERS LTD. FOR BUILDING PLAN CHECK REVIEW SERVICES TO INCREASE THE AMOUNT BY \$40,000 FOR A NEW NOT TO EXCEED TOTAL OF \$190,000

CONTACT: MARC WIENER COMMUNITY DEVELOPMENT DIRECTOR

H.14. APPROVE LEASES AND ADDENDUMS FOR FIVE SINGLE ROOM

OCCUPANCY UNITS LOCATED AT 126 WEST D STREET, WILMINGTON, CALIFORNIA 90744 BETWEEN THE CITY OF REDONDO BEACH AND SWAMI INTERNATIONAL TO SERVE AS BRIDGE HOUSING FOR PEOPLE EXPERIENCING HOMELESSNESS FOR THE AMOUNT NOT TO EXCEED \$62,370 FOR THE TERM FEBRUARY 1, 2025 TO JANUARY 31, 2026

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

H.15. RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY CITY COUNCIL ON OCTOBER 8, 2024

CONTACT: MIKE WITZANSKY, CITY MANAGER

There were no public comments on the Consent Calendar.

Mayor Light highlighted Item No. H.6, spoke about reestablishing the seabass grow facility.

Councilmember Obagi mentioned H.14 and recognized Quality of Life Prosecutor Joy Ford for all her efforts and referenced H.15, pallet shelters and the City's emergency preparedness.

City Clerk Manzano reported receiving one eComment in opposition H.3, to the minutes.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and approved by voice vote, the Consent Calendar, as presented.

Motion carried 5-0.

City Clerk Manzano read Resolution No. CC-2501-001, CC-2501-002 and Ordinance No. 3286-25.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Ron Maroko, spoke about today being the 26th anniversary of the City Charter, listed four reasons he believes the City Clerk should resign unless she can fix the problems: 1) Public Records Act Administration - referenced improper redaction of a document requested through a Public Records Request; felt that the statute is not being implemented correctly or consistently; mentioned speaking with the City Attorney in the matter, 2) Improper removal of public meeting recordings; referenced the September 18, 2024 Historical Commission meeting and stated the City Clerk took down the meeting due to a lack of quorum but that there was about 20 minutes of a meeting and should

have been noted who was absent and who was present; stated it is an improper use of government to take the meeting down; due to lack of time, Ron Maroko was not able to give the other two reasons.

Mayor Light stated if Ron Maroko would like to email him the other two reasons, he will address it.

Sara Martin, District 1, talked about having good governance; reported that she will attend Council meetings to educate the public on the principles of good governance and spoke about her experience in public advocacy and the City's lack of action relative to the Sailing School.

Mayor Light mentioned it is an embarrassment that the Sailing School has not moved forward and reported that Community Services is working on the matter.

Eugene Solomon, RB City Treasurer, noted that hope is not a plan; talked about revenue initiatives he proposed in the past, but noted almost nothing has been done; acknowledged the City raised parking fees and after-school programs for residents but felt that Council has not discussed any ideas for raising substantial revenue; mentioned increased costs and inflationary pressures which will be passed on to residents and urged Council to stop delaying discussing the revenue-producing initiatives contained in the Strategic Plan.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, to receive and file documents submitted by Jess Money.

The motion carried 5-0.

Jess Money, District 3, opined that the Homeless Outreach Program is illegal and criminal; questioned why the program is run by the City Attorney's office and not Community Services; talked about the City Attorney's office setting up the Homeless Coordinator as the City Attorney's successor; reported the City Attorney's office has no authority to conduct such programs; believed staff has hidden the truth about the pallet shelter program and urged Council to move the program under Community Services, where it belongs.

Robin Eisenberg commented positively on the City's Homeless Outreach Program and staff and asked everyone not to attack the most vulnerable.

Wayne Craig, District 1, talked about the upcoming election; reported talking to neighbors who indicated they did not understand anything about Ranked Choice Voting (RCV) and asked that Council start the process to educate voters.

Andy Porkchop, Torrance, asked the Council to consider not placing EV chargers next to residences or other buildings; talked about the ivy plants along the Esplanade being destroyed and felt that if it rains, the dirt will slide onto the bike path.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, to receive and file documents submitted by Joan Irvine.

The motion carried 5-0.

Joan Irvine, District 1, Candidate for Mayor, talked about a lot of information on social media being inappropriate; acknowledged free speech but felt that type of behavior is not wanted in the City and statements should be fact-based. Additionally, she shared she attended a Women's Club luncheon where conversations took place about some of the misogyny that goes on in the City; went on to reference a derogatory statement made by Steve Colin, Candidate for City Attorney, who made a statement saying "the stay-at-home mom councilwoman" when speaking about a group who work at residences to help people.

At Councilmember Obagi's request, Joan Irvine offered to email a copy of the statement.

Georgette Gantner, District 2, reported the last Redondo Beach female Mayor was Barbara Doerr who was Mayor for two terms, in 1981 and 1985.

Male speaker thanked Council for all the support they have shown him; spoke about allowing three homeless people to live in his building at no cost to them, for a period of time; spoke about working with Lila Omura; talked about the City helping out through the HUD Program; voiced his concerns regarding eBikes being ridden dangerously and surveyed them over a period of one week, noting they run through stop signs, drive down the streets going the wrong way, and hoped the Council would recognize this behavior; thanked Council for its work.

Nancy Skiba (via Zoom), District 4, Public Safety Commissioner, stated concerns that people are using the City's social media pages to spew scandalous and dangerous comments about Councilmembers, Commissioners and the City Attorney; reported they are hinting about lawsuits, that it is an embarrassment and very disturbing and hoped Council will find ways to protect the City and its leaders.

Mayor Light announced that the thirty minutes allowed for public comments has ended.

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION ON THE CITY'S DRAFT CANNABIS REGULATORY ORDINANCES APPROVE THE DRAFT

LANGUAGE IN THE CANNABIS REGULATORY ORDINANCES AND DIRECT STAFF TO SCHEDULE A PUBLIC HEARING BEFORE THE PLANNING COMMISSION ON FEBRUARY 3, 2025 TO PROVIDE RECOMMENDATIONS TO THE CITY COUNCIL PURSUANT TO STATE LAW PRIOR TO FORMAL CONSIDERATION OF INTRODUCTION AND FIRST READING OF THE ORDINANCES DIRECT STAFF TO SCHEDULE A PUBLIC HEARING AND RETURN TO THE CITY COUNCIL ON FEBRUARY 11, 2025 FOR CONSIDERATION OF INTRODUCTION AND FIRST READING OF THE PROPOSED ORDINANCES

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Community Services Director Hause presented background information and narrated a PowerPoint presentation regarding the City's Draft Cannabis Regulatory Ordinances including updates to note and next steps.

Discussion followed regarding presenting updated sections of all three ordinances to the Planning Commission for their review.

City Manager Witzansky explained it will be those sections pertaining to the Zoning Ordinance.

Community Services Director Hause listed staff recommendations and offered to respond to questions from Council.

Discussion followed regarding scheduling the Planning Commission review by February 3rd and whether there will be a quorum.

Councilmember Nehrenheim noted the City is not creating a new ordinance but rather ensuring that everything is correct and consistent.

Councilmember Obagi left the chambers.

Mayor Light commended Council, Community Services Director Hause and City staff for their work on this ordinance.

Mayor Light invited public comments.

Courtney Caron spoke about the application criteria in Section 1 being vague and wondered what is required as proof of compliance; suggested providing clearer instruction so that applicants can know what is expected.

Councilmember Obagi returned to the chambers.

Courtney Caron continued identifying specific areas in the ordinance that need clarification such as a requirement for CPA certified financial statements.

Mayor Light asked Assistant City Attorney Park whether clarifications can be provided as applications are put out.

Assistant City Attorney Park offered to look into the matter further and report back.

Community Services Director Hause offered to edit the ordinance to clarify Section No. 3.1.

Georgette Gantner, District 2, wondered if the public was asked if it wanted dispensaries in Redondo Beach and mentioned that the public seems confused about the topic.

Mayor Light stated that the City is not required to put it to a vote and believed it was Councilmember Behrendt who brought up that the City has never polled the people with the direct question.

Georgette Gantner suggested that Council determine locations at a future Council meeting.

Andy Porkchop, Torrance, suggested locating cannabis retailers near fast food businesses to increase sales tax revenue; spoke about residents of Torrance buying their cannabis in Redondo Beach as cannabis cannot be purchased in Torrance.

Joan Irvine, District 1, thanked Council and staff for moving this ordinance through; talked about her support of cannabis and an informal survey she conducted noting there was general consensus that people would rather have two legal, highly regulated stores than what is existing now; discussed the dangers of the black market and her advocacy and support for child safety.

Christopher, District 4, spoke about a dispensary near his house that has impacted parking and public safety; noted that many of the vehicles in his neighborhood were broken into.

City Clerk Manzano reported receiving five eComments, all of which were opposed to the item.

There were no other public comments on this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and carried by voice vote, to direct staff to present this item to the Planning Commission at its special meeting on February 3, 2025, after incorporating the meeting comments of tonight (Section 3.1) and schedule the first reading of the ordinance on the City Council meeting of February 11, 2025.

Councilmember Obagi spoke about the illegal dispensary that was on Aviation and

the trauma that was inflicted on the neighborhood; noted Council made a lot of effort to ensure those past experiences are not repeated by taking its time on this ordinance.

Councilmember Kaluderovic spoke about how this has taken hundreds of hours of work to complete the infrastructure for the City to be ready to open two cannabis stores, when the time comes; spoke about the importance of completing the work and thanked Director Hause and staff.

Motion carried 4-1. Councilmember Behrendt was opposed.

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO THE REDONDO BEACH MUNICIPAL CODE TO CONSIDER MODIFYING THE LAND USE REGULATIONS AND BUSINESS PERMITTING STANDARDS PERTAINING TO SMOKE SHOPS CITYWIDE AND NOTARY SERVICES IN THE RIVIERA VILLAGE DISTRICT

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

Community Development Director Wiener narrated a PowerPoint presentation with details of the Administrative Report; gave some background on the item, highlighting City Council's Strategic Plan goal of attracting new businesses and reducing regulatory barriers, and focusing on smoke shops and notary services; reviewed and explained different types of permits.

Mayor Light commented on whether this item was noticed properly.

City Manager Witzansky reported this is a primer to understand how to approach the two uses described, understand what options are currently available and how the code applies to different designations to date. Additionally, he reported staff is seeking direction in terms of how to regulate the two business types that have been identified.

Mayor Light stated he wants to ensure that Council is focused on what is on the agenda.

Community Development Director Wiener continued with the presentation addressing smoke shops; recommended Council review requirements and regulations for smoke shops to be brought back at a later date.

Discussion followed regarding the ability to place a cap per geographical area and regulating certain aspects of tobacco retail shops rather than banning (which is illegal).

Community Development Director Wiener discussed the Riviera Village District, the recent establishment of office uses along Catalina Street and listed the

recommended actions.

Mayor Light mentioned forming a subcommittee of the Council to work with staff.

City Manager Witzansky stated that staff is seeking broad policy direction to find a way to clean up the code to prevent problems in the future and knowing whether there are specific things Council would like staff to explore.

At the Mayor's request, RBPD Chief Hoffman addressed the enforcement process when receiving complaints about smoke shops; reported there are a lot of them in the City and they present a drain on resources.

Mayor Light spoke about the proliferation of real estate offices in Manhattan Beach and asked about grandfathering the existing shops.

City Manager Witzansky stated Council could ask staff to explore that.

Councilmember Nehrenheim agreed there needs to be a cap set, as soon as possible; suggested implementing a moratorium, keeping it simple and setting a maximum per district, considering adjoining districts, ensuring they are not in sensitive areas and using the same criteria as the Cannabis Ordinance. Additionally, he mentioned the need for high volume retail such as restaurants rather than notaries; spoke about the possibility of existing businesses expanding with second stories and the need for vertical mixed uses, parking and local jobs.

Councilmember Obagi agreed there are too many smoke shops; suggested capping the number at 10 so that as some go out of business, they are phased out or capping the number in each district at the number currently in that district; suggested revisiting the matter in the future and reducing the cap.

City Manager Witzansky spoke about investigating whether the City can set a cap that is below the current number and grandfathering the existing shops in for the duration of their ownership or function.

Councilmember Kaluderovic reported she will defer to Councilmember Nehrenheim relative to notaries; preferred one retail smoke shop in each district with a CUP required for each; talked about exploring whether signage can be regulated as well as visibility through windows and regulate entrance to underage patrons; agreed with reducing the number through attrition upon changes in ownership.

Councilmember Loewenstein mentioned low set-up costs; expressed concerns with the sale of K2 and Spice (synthetic marijuana); hoped the Cannabis Ordinance will give the City teeth in order to shut it down; agreed to capping the number at one per district.

Councilmember Obagi referenced Slide 2.b, showing two locations of new smoke

shops along Artesia Boulevard, both of which have prohibited banner signs and noted the need to stop them.

Councilmember Kaluderovic spoke about finding out whether laws are being broken with sales to underage customers or of illegal products and if their licenses can be revoked.

Assistant City Attorney Park reported Council may set conditions to revoke a license or CUP if illegal activities are taking place.

Community Development Director Wiener stated that in his experience, the CUP would be an easier process to allow for revocation of a business license.

City Manager Witzansky felt that everything Council cited is helpful and staff will research the matter and make it as simple as possible when it returns to Council for consideration.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and approved by voice vote, to direct staff to come back with draft land use regulations and business permitting standards pertaining to smoke shops and notary services based on comments by Council.

Mayor Light invited public comments.

Robin Eisenberg talked about the smell emitted from smoke shops and as someone representing retailers, stated that none of her clients would want to go next to a smoke shop, as the smell permeates other areas; favored limiting their numbers.

Mayor Light asked about placing “No loitering or smoking” outside the shop and Assistant City Attorney Park responded affirmatively.

Eugene Solomon talked about the City of Fresno receiving a \$1.6 million grant to fight smoke shops; reported they recategorize themselves as grocery stores because they also sold snacks and agreed the CUP would be a better way to regulate it; talked about the primary business and its purpose and urged Council to seek direction relative to enforcement.

Joan Irvine, District 1, thanked Council for considering this matter; talked about the City currently having no control over what they sell and spoke favorably about it.

Laura MacMorran spoke about this being a public health matter and suggested looking at the topic through that lens, which will make it defensible, rather than setting an arbitrary number.

Nancy Skiba (via Zoom), District 4, mentioned seeing a giant sign advertising a dispensary; hoped these will not be allowed in Redondo Beach and talked about the

need for proper testing of the products.

City Clerk Manzano reported receiving one eComment in support of the item.

There were no other public comments.

City Manager Witzansky reported the item will likely return to Council in March.

The motion carried, 5-0.

Councilmember Behrendt left the chambers.

N.3. DISCUSSION AND POSSIBLE DIRECTION REGARDING MODIFICATIONS TO THE CITY'S TREE ORDINANCE

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

Public Works Director Winje presented details of the Administrative Report; noted staff is looking for direction regarding language for a future ordinance for the preservation of trees on private property; reported that Public Works is responsible for City-owned trees while Community Development would manage trees on private property.

Councilmember Behrendt returned to the chambers.

City Manager Witzansky spoke about the concept of potential incentives that could be used as opposed to a regulatory framework or through code activity to encourage the protection of Heritage Trees, in public spaces and on private property.

In reply to Mayor Light's inquiry, Public Works Director Winje reported that all public trees are protected under the ordinance; stated the Heritage tree applies to private property, trees that would be considered of value as opposed to smaller diameter trees and noted it is not contained in the current ordinance.

Mayor Light asked to have IT look into problems with dais screens.

Councilmember Nehrenheim spoke about a case where a developer wanted to remove an 80-year-old tree that was part of the neighborhood; talked about making sure that if a tree dies within two years of construction the homeowner or permittee is held liable and that a permit requirement states that a tree should remain alive after two years of construction on a site; commented on the importance of maintaining a tree canopy and on increased home values where trees are valued. Additionally, he asked for a definition of a Heritage Tree to apply across the board.

Councilmember Loewenstein commented on the fine for removal of a Heritage Tree; talked about fines for poisoning a tree; mentioned the fine should include the cost of

services related to the replacement of the tree; shared the story of a tree on Emerald that he fought hard to keep; suggested the resident should be penalized and that the City should not be out any money. Additionally, he mentioned private property rights and agreed with finding a way to incentivize planting/keeping trees on private property.

Councilmember Obagi agreed with protecting trees and the City's tree canopy; wondered what the best way to provide incentives for people to plant new trees; suggested that the City offer to plant new trees on their property at no cost to them. He requested a BRR on the all-inclusive costs associated with planting a tree and how many trees staff could plant in one year or a given month.

Councilmember Loewenstein commented on visiting the City of Memphis and was amazed at how well they protect old trees even in the face of new construction; felt there are ways of building around old trees so they do not need to be removed.

Community Development Director Wiener commented on the City of Carmel and how they value their trees; described that city's regulations and practices.

Mayor Light suggested exploring the regulations from the City of Carmel to see if they can be applied in Redondo Beach; commented on a past case where the public opposed removal of a tree and the plans had to be changed.

Discussion followed regarding the possibility of allowing a density bonus for keeping a tree, the need to consider limitations with setbacks and challenges in maintaining the City of Carmel standards.

Mayor Light noted the City is losing canopy with every major development.

Councilmember Behrendt stated he likes the idea of exploring the cost of incentivizing the City to plant trees on private property and requested a BRR on the number of trees that can be planted.

Mayor Light invited public comments.

Laura MacMorran spoke favorably about the Tree Ordinance; agreed with the Community Development Director that in other jurisdictions trees are required on private property; talked about ideas about accelerating replanting in the parkways; mentioned addressing a property owner's responsibility to the public ROW; addressed practices in the City of El Monte, where she currently works and urged Council to look at ordinances in other municipalities.

Discussion followed regarding different jurisdictions to look at in various cities.

Wayne Craig, Planning Commissioner, reported the Commission was looking at the tree canopy; commented positively on the City of Pasadena and suggested Council

may want to consider it's Tree Ordinance.

Jim Mueller, District 5, noted his neighborhood is afraid of losing trees; stated that to preserve trees one needs to go back deep into the architectural design; shared a case where the design was changed to preserve a tree and noted that the trees were located in the front setbacks; asked Council to work on saving trees on private properties.

Rolf Strutzenberg spoke about the importance of a tree canopy for cooling temperatures long term; gave examples of streets with great tree canopies; mentioned insurance policies are being cancelled when trees cover parts of a residential roof due to the hazard it may cause if it breaks and wanted Council to be aware of that issue when considering planning; commented on the need to encourage planting more trees and stop the decimation that is happening.

Discussion followed regarding green roof professionals.

Councilmember Obagi left the chambers.

Andy Porkchop spoke about Freddy the Ficus tree that was removed due to lack of visibility for drivers to turn; urged Council not to limit anything anyone can do on their private property relative to trees.

Ryder Mendez, student at Redondo Union High School, felt this is a matter that needs to be taken seriously and spoke about this affecting future generations; mentioned he lives on Flagger and Rockefeller Lane and his grandmother told him the field used to be filled with trees and now there are only one or two and felt it is important for the City to preserve the trees.

Nancy Skiba, via Zoom, talked about the importance of trees for cooling and health, peace and relaxation.

Mara Lang, via Zoom, spoke favorably about the proposed Tree Ordinance; urged Council to focus on enforcement and accountability instead; suggested that one area that can be immediately improved is enforcement; noted the Municipal Code already mandates tree planting and maintenance for new construction, but without penalties for removal, these rules lack impact; noted that she seen homeowners plant a tree for the occupancy requirement and remove it after receiving it; suggested the City should require the tree and enforce protection for it; wondered why the City caters to developers; believed the proposed amendment to the ordinance will benefit the entire community for decades to come. She recommended revisiting the ordinance annually to ensure it is achieving the goal of canopy maintenance and canopy growth; agreed with looking towards other cities to evaluate their Tree Ordinances.

There were no other public comments.

Councilmember Obagi directed a comment towards City Manager Witzansky, stating that under the state law the City is not able to anything that reduces residential intensity to which a property can be built such as increasing setbacks or reducing heights, etc.; liked the speaker's comments regarding requiring planting two trees when one is removed with an exemption if it can be proven why planting a tree would be detrimental to the design.

City Manager Witzansky stated staff will look at all options available; spoke in support of tree canopies and reported the City has been maintaining its urban forest; noted there are new State restrictions and the ability to regulate has been hindered by State action; stated staff will look at other cities that have had success and will return to Council with a full report.

In response to Councilmember Behrendt's questions as to whether the City can continue planting trees in public areas with the present budget, City Manager Witzansky reported adding structural maintenance funding for the ongoing planting of trees.

Public Works Director Winje reported the City is planting new trees at a general rate of 100 per year.

In terms of people who are poisoning or intentionally removing trees, Councilmember Behrendt asked staff to look at the replacement costs when considering penalties and fees and agreed with Council colleagues' comments.

Councilmember Nehrenheim stated that for him, it is about planting in commercial and residential property set back zones; commented on attaching values to old trees.

City Manager Witzansky reported the City's urban forest (public trees) is captured in a software program and their value is regularly updated.

Councilmember Nehrenheim spoke about the City having the ability to require that an existing parkway tree remain at least two years after completion of any construction.

Discussion followed regarding ensuring a tree is still alive on private commercial properties two years after completion of construction on the property, examples of available options and having an ordinance that applies to both residential and commercial properties.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, to direct staff to investigate the items discussed; return to Council with an update and a report for discussion and possible action of a two-year health term for trees after a permit is deemed completed or finalized (Certificate of Occupancy issued) for any type of rebuild in the public ROW work, and to investigate what a Heritage Tree or Tree Ordinance would look like to have it on the

setback zones of the private property use, look at the Tree Ordinances for the Cities of El Monte, Carmel and others as chosen by staff, requiring a replacement of a 2 for 1 ratio to be reviewed by the Planning Commission or Public Works and Sustainability Commission or an in-lieu fee, the viability of having the ordinance apply to commercial properties and include the total cost of removal and replacement if said trees suddenly die or disappear in addition to the penalty.

Councilmember Behrendt spoke about taking a more graduated approach including the tracing and tracking of trees and administrative costs, looking at commercial properties, addressing the 2 for 1 replacement ratio but felt that for this first go around looking at other cities and in-lieu fees may be a little too heavy.

Substitute motion by Councilmember Behrendt, to start a little slower at first to get data on trees, include the total cost of replacement, including penalties, direct staff to return with a BRR on costs to the City for planting trees on private property at the request of homeowners, if homeowners want that, information on additional public spaces that can be filled with trees, close to the asphalt and streets.

City Manager Witzansky summarized Councilmember Nehrenheim's motion and Councilmember Behrendt's substitute motion.

Discussion followed regarding this item not being a rush item.

The substitute motion died for lack of a second.

Councilmember Obagi offered a friendly amendment to the motion to add the request for a BRR and Councilmembers Nehrenheim and Loewenstein accepted the amendment.

Amended motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, to direct staff to investigate the items discussed; return to Council with an update and a report for discussion and possible action of a two-year health term for trees after a permit is deemed completed or finalized (Certificate of Occupancy issued) for any type of rebuild in the public ROW work as well as to investigate what a Heritage Tree or Tree Ordinance would look like to have it on the setback zones of the private property, use and look at the Tree Ordinances for the Cities of El Monte, Carmel and others as chosen by staff and requiring a replacement of a 2 for 1 ratio to be reviewed by the Planning Commission or Public Works and Sustainability Commission or an in-lieu fee and the viability of having the ordinance apply to commercial properties and include the total cost of removal and replacement if said trees suddenly die or disappear, in addition to the penalty and return to Council with a BRR on total costs to the City for planting trees on private property.

The amended motion carried 4-1. Councilmember Behrendt was opposed.

O. CITY MANAGER ITEMS

City Manager Witzansky thanked Council for hosting upcoming meetings with Police and Fire Professionals and hoped RBF Fire crews will be able to return after fighting the recent California fires; spoke about RBPD supporting regional deployments and commended the team and community for its support.

Discussion followed regarding existing contingency plans to activate emergency shelters, if necessary.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Loewenstein asked about the costs for a geologist to deal with the ROW for Metro.

City Manager Witzansky reported there will be a contract for Council's review for an expert in that area forthcoming.

In response to Councilmember Obagi's inquiry regarding the City Treasurer's comments regarding ideas for raising revenue particularly as it relates to Airbnb, City Manager Witzansky reported that typically those things are discussed as part of the budget; reported he will need to review the original motion and check on the matter.

Councilmember Obagi requested a BRR regarding costs to add crossing guards at Artesia and the North Redondo Beach Bike Path and Inglewood Boulevard and Grant Avenue and including the latest status of efforts to attain School District contributions for crossing guards.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and approved by voice vote, for a discussion regarding direction to direct the City's lobbyist to oppose SB 11, aimed at exempting light rail projects along a ROW from CEQA analysis.

The motion carried 4-0. Councilmember Behrendt abstained.

Mayor Light requested a discussion on the City's Coyote Management Plan as the start of coyote season has arrived.

Discussion followed regarding the Harbor Sailing Program.

R. RECESS TO CLOSED SESSION - None

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION - None

The Closed Session meeting was cancelled.

O. ADJOURNMENT – 9:11 p.m.

There being no further business to come before the City Council, motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to adjourn the meeting at 9:11 p.m. to an Adjourned Regular meeting to be held at 6:00 p.m. (Closed Session), on Tuesday, February 4, 2025, in the Redondo Beach City Hall Council Chambers, 415 N. Pacific Coast Hwy., Redondo Beach, California.

Motion carried, 5-0.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Minutes
Redondo Beach City Council
Tuesday, February 4, 2025
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - None

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

E. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS AND NON-AGENDA ITEMS - None

F. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

555 North Harbor Drive, Redondo Beach, CA 90277 (a portion of APN: 7503-008-901)

NEGOTIATING PARTIES:

Kevin Ketchum, Port Royal Marina, LGW Investments, LLC

UNDER NEGOTIATION:

Lease Status, Price, and Terms

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

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

NEGOTIATING PARTIES:

Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:

Price and Terms

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

Name of Case:

Garces, Daniel vs. City of Redondo Beach, Officer Pattel, and DOE OFFICERS 1-10

Case Number: 2:25-cv-414

- 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:

Law Offices of Christian Contreras v. City of Redondo Beach

Case Number: 25STCP00193

Analyst Villa read title to the items to be considered in Closed Session.

City Manager Witzansky announced that the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich, Human Resources Director Diane Strickfaden and RBPD Chief Joe Hoffman.

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, and carried by voice vote, to recess to Closed Session at 4:33 p.m.

The motion carried 5-0.

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

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Obagi,
Mayor Light

Councilmember Absent: Nehrenheim

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Cheryl Park, Assistant City Attorney
Melissa Villa, Analyst

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced that under Items No. F.3 and F.4, City Council unanimously authorized the City Attorney to defend the City in both of those matters.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Loewenstein, seconded by Councilmember Kaluderovic, and carried by voice vote, to adjourn to the regular meeting at 6:01 p.m.

The motion carried 4-0. Councilmember Nehrenheim was absent.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:01 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim,
Obagi, Mayor Light

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

Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and recognized them for their service.

Isabel, 5th Grader, Washington Elementary School, led in the salute to the flag.

Mayor Light called for a moment of silence.

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

Mayor Light thanked each Councilmember for the meetings held last week related to the recent fires and Redondo Beach First Responders for their work; announced that SCE has approved the City's plan for a 5-acre park underneath the powerlines west of PCH; reported attending the ribbon cutting ceremony of the Skate Park mural and the pavers, a civic seal presentation at Redondo Union High School; addressed upcoming events such as the Super Bowl Sunday 5K and 10K.

Councilmember Nehrenheim thanked Public Works for the work they are doing at Alta Vista; reported attending the ribbon cutting ceremony of the Skate Park mural and the pavers; thanked the Cultural Arts Commission for their work; commented on the availability of Wi-Fi access in the Harbor now; announced the upcoming District 1 community meeting.

Councilmember Loewenstein spoke about the Skate Park mural, the mutual aid provided by First Responders in the recent fires and the last District 2 community meeting; announced his last District 2 community meeting will be on February 19, 2025 via Zoom; noted that it will be about traffic around the high school and invited candidates running for local office to speak during the meeting; mentioned the upcoming Super Bowl Sunday 5K and 10K.

Councilmember Kaluderovic mentioned the Skate Park; thanked fellow Councilmembers for attending recent meetings and announced she will be starting the buggy race during the Super Bowl Sunday 5K.

Councilmember Obagi thanked Councilmember Behrendt for coordinating recent meetings with First Responders and expressed his appreciate to Redondo Beach First Responders for helping with the recent fires.

Councilmember Behrendt mentioned the recent community meeting; thanked fellow Councilmembers for spreading the word and RBPd and RBFD Chiefs, Harbor Patrol and the City Manager for making it happen.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, to approve the order of the agenda, as presented.

The motion carried 5-0.

F. AGENCY RECESS – 6:14 p.m.

Mayor Light recessed to a Regular Meeting of the Community Financing Authority at 6:14 p.m.

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:21 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Mayor Light

Councilmember Absent: Obagi

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

Analyst Villa reported receiving Blue Folder items for Item No. H.5 and J.1.

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

The motion carried 4-0-1. Councilmember Obagi was absent.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF FEBRUARY 4, 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 30099-30112 IN THE AMOUNT OF \$10,815.39, PD. 1/31/25
DIRECT DEPOSIT 290184-290809 IN THE AMOUNT OF \$2,538,018.37, PD.
1/31/25 EFT/ACH \$9,423.24, PD. 1/17/25 (PP2502)**

ACCOUNTS PAYABLE DEMANDS

**CHECKS 117879-118038 IN THE AMOUNT OF \$3,447,878.43
EFT CALPERS MEDICAL INSURANCE \$503,719.98
DIRECT DEPOSIT 100009088-100009175 IN THE AMOUNT OF \$99,147.22,
PD.1/31/25**

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

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

1. APPROVE A LICENSE AGREEMENT WITH VERITONE, INC. FOR A SOFTWARE APPLICATION USED TO REPORT ENFORCEMENT DATA TO COMPLY WITH STATE ASSEMBLY BILL 953 IN AN ANNUAL AMOUNT NOT TO EXCEED \$9,800, PLUS \$100 FOR EACH ADDITIONAL USER, AND THE TERM MARCH 5, 2025 TO MARCH 4, 2026 WITH AN AUTOMATIC ONE-YEAR RENEWAL

2. APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR USE OF LOS ANGELES COUNTY OFFICIAL VOTE BY MAIL DROP BOXES AND FOR THE REGISTRAR-RECORDER/COUNTY CLERK TO PERFORM CITY BALLOT RETRIEVAL AND DELIVERY SERVICES FOR THE CITY'S MARCH 4, 2025 GENERAL ELECTION AT NO COST TO THE CITY

3. APPROVE A CONSULTING SERVICES AGREEMENT WITH GROUP DELTA CONSULTANTS, INC. FOR GEOTECHNICAL REVIEW SERVICES IN AN AMOUNT NOT TO EXCEED \$30,000 AND THE TERM FEBRUARY 4, 2025 TO FEBRUARY 3, 2026

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

H.6. REGRETFULLY ACCEPT THE RESIGNATION OF COMMISSIONER VIVEK GUPTA FROM THE PUBLIC SAFETY COMMISSION AND AUTHORIZE THE

CITY CLERK TO POST THE VACANCY

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.7. APPROVE AN AMENDMENT TO THE AGREEMENT WITH COMMLINE, INC. FOR PURCHASE AND INSTALLATION OF REPLACEMENT RADIO INFRASTRUCTURE HARDWARE AND SOFTWARE AT A COST OF \$143,850 UTILIZING EMERGENCY COMMUNICATIONS EQUIPMENT REPLACEMENT FUNDS APPROPRIATED IN THE FY 2024-2025 BUDGET**

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.8. APPROVE THE PLANS AND SPECIFICATIONS FOR THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS (NORTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40780, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDDING**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.9. APPROVE AN AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT WITH NICOLE JULES, DBA PRIORITY ENGINEERING, TO INCREASE THE NOT TO EXCEED AMOUNT BY \$100,000 FOR A NEW NOT TO EXCEED TOTAL OF \$300,000 AND TO EXTEND THE TERM THROUGH FEBRUARY 3, 2027**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

There were no public comments on the Consent Calendar.

Mayor Light pulled Item No. H.5, Subitem 3.

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, and approved by voice vote, the Consent Calendar, as presented, except for Item No. H.5, Subitem 3, which was pulled for separate discussion.

Councilmember Obagi returned to the chambers.

Motion carried 5-0.

I. EXCLUDED CONSENT CALENDAR ITEMS

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

- 3. APPROVE A CONSULTING SERVICES AGREEMENT WITH GROUP DELTA CONSULTANTS, INC. FOR GEOTECHNICAL REVIEW SERVICES IN**

AN AMOUNT NOT TO EXCEED \$30,000 AND THE TERM FEBRUARY 4, 2025 TO FEBRUARY 3, 2026

Councilmember Behrendt reported pulling this item as he will abstain from voting.

There were no public comments on this item.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and approved by voice vote, Item No. H.5, Subitem 3, as presented.

Motion carried 5-0-1. Councilmember Behrendt abstained.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Jamie Pagliano, Redondo Beach resident, spoke about being in attendance when Jim Light was appointed to fill Bill Brand's seat; recalled that Jim Light repeatedly stated he would not run for Mayor and played audios of those conversations; noted that Mayor Brand believed in integrity and in keeping one's word; opined he would be disappointed to see Mayor Light go back on his promise and questioned how anyone can trust someone who does not keep his promises.

Holly Osborne reported Metro made its decision for the "Metro Preferred Alternative"; discussed new important criteria that has developed specific to "redlining"; spoke about Lawndale being red; addressed a speech by Holly Mitchell on October 8th regarding the importance of green space.

Brad Waller, District 1, candidate for City Council, suggested that the City consider investing in a custom AI that would know how the City works, can be trained on processes and could facilitate the flow of information to residents through a "chatbot", such as information about what is necessary to build an ADU or how to get a business started in the City.

Sara Martin, Redondo Beach resident, spoke about good governance, transparency, accountability, responsibility to the public and good faith; addressed the unconstitutional and immoral actions of the Republican White House Administration and stated it is for the living to be dedicated to the unfinished work of those who fought for this country and ensuring that "government of the people, by the people and for the people, shall not perish from this earth" – Abraham Lincoln.

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, and approved by voice vote, to extend the speaker's time by 30 seconds.

Motion carried 5-0.

Sara Martin urged Council to consider its role in how it plays out here and in the nation's capital and claimed that "We the people" are responsible for the government the people elect and those who govern are responsible to the people.

Georgette Ganter, Mayoral Candidate, talked about this election being the first time that Ranked Choice Voting (RCV) will be implemented; referenced a postcard with a tutorial about it and urged anyone with questions to contact the City Clerk's office. Additionally, she spoke about Councilmember Behrendt's recent community meeting noting it was tear-jerking but inspirational and felt more of those community events are needed to thank First Responders.

Lisa Rodriguez, District 2, submitted documents alerting the public about Jim Light, Nils Nehrenheim and their organizational involvement, deceptive ways and lack of transparency.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, to receive and file documents submitted by Lisa Rodriguez.

Motion carried 5-0.

Lisa Rodriguez spoke about unethical actions and co-mingled fundraising during Measure C; referenced an email regarding ROW and Measure C by Councilmember Nehrenheim and questioned his actions and those of Mayor Light.

Motion by Councilmember Nehrenheim to extend the speaker's time.

The motion failed for lack of a second.

Melissa DeChandt thanked Council for its work; spoke about the Cannabis Ordinance; noted that City residents voted against Measure E; opined the ordinance is similar to Measure E which is what the residents voted against and opposed it.

Austin Carmichael, District 5, commented favorably about the community meeting last night and thanked Council and First Responders.

Wayne Craig, District 1, shared the story of a friend who lives in Pacific Palisades whose house was saved by Rbfd. Additionally, he referenced allegations by a previous speaker and noted they are completely false.

Joan Irvine, District 1, Mayoral Candidate, mentioned Measure E; spoke about her cannabis advocacy; noted she was active in making sure it did not pass; talked about the dangers of the black market and urged residents to look at the reality of what is out there and how to protect children.

Councilmember Kaluderovic left the chambers.

Male speaker thanked Council for its work and voiced his support of everyone at the dais.

Miriam Butler (via Zoom), District 4, addressed last night's Planning Commission meeting where cannabis was discussed; spoke in opposition to cannabis dispensaries in the City; disagreed with comments made by the City Treasurer during the meeting about cannabis delivery being legal; spoke about track and trace being able to track cannabis delivery sales.

Councilmember Kaluderovic returned to the chambers.

Miriam Butler (via Zoom) continued her statement asserting that people are being misled; discussed the Planning Commission recommendations; believed all parks should be exempt as children visit parks and noted the ordinance's intent is one dispensary in North and another in South Redondo.

There were no other public comments on this item.

K. EX PARTE COMMUNICATIONS

Mayor Light reported speaking with City staff and several Councilmembers and some members of the Planning Commission regarding Item No. L.1.

Councilmember Nehrenheim reported speaking with City staff and members of the public.

Councilmember Loewenstein reported speaking with City staff, members of the Planning Commission and Councilmember Behrendt.

Councilmember Kaluderovic reported speaking with City staff.

Councilmember Behrendt spoke with Mayor Light, Councilmember Loewenstein, City staff and members of the Planning Commission, Rob Gaddis, Wayne Craig, and Doug Boswell.

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING TO DISCUSS AN ORDINANCE THAT WOULD AMEND TITLE 10, CHAPTERS 2 (ZONING ORDINANCE) AND 5 (COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO ELECTRONIC MESSAGE DISPLAY SIGNS ON PUBLIC AND INSTITUTIONAL (P) ZONES AND ALL OTHER CITY-OWNED PROPERTIES

Recommendation:

- 1. Open the public hearing, take testimony;**

- 2. Give direction to staff on the language to include in the final draft Ordinance; and**
- 3. Continue the public hearing to February 18, 2025, to allow for consideration of introduction and first reading of an Ordinance modifying the regulations in the Municipal Code pertaining to electronic message display signs.**

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

Councilmember Behrendt requested a more thorough accounting, in the Administrative Report, of what may have transpired at a particular commission meeting, not just the sentiment of Commissioners, but the reasoning; if, for example, a concept was unanimously rejected and why so that when it comes before Council, Council has the full benefit of the work the commission and Staff did.

Community Development Director Wiener narrated a PowerPoint presentation with details of the ordinance.

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

The motion carried 5-0.

Community Development Director Wiener continued with the presentation addressing current definitions for signs and electronic message displays; reviewed the Planning Commission's recommendations which stated:

- Planning Commission unanimously expressed concern about the appropriateness of electronic signs in RB.
- Effect may have on community character if installed city-wide
 - Should be limited to the Harbor/Pier (Waterfront) area only
 - Planning Commission should review all electronic display signs
 - A CUP should be required for the signs rather than a Design Review entitlement.

W.E.D. Director Kapovich addressed electronic message signs in the waterfront and proposed modifications to the code; noted the intent of the electronic signage is not for advertisement but it is easier to make changes when businesses turnover or to alert people of closures due to weather and similar warnings.

Community Development Director Wiener reviewed recommended actions for the Council.

City Manager Witzansky expanded on options for City Council consideration and next steps.

Councilmember Loewenstein mentioned the CIP allocation in 2021/2022; expressed

concerns regarding electronic signage and billboards across the City and the potential of changing the character of the City; felt it is distracting to drivers and produces a lot of light pollution and asserted they should be limited on a case by case basis; talked about directory signs being part of administrative review as there is constant turnover and electronic signage being subject to Planning Commission review of a CUP; felt there should be an exemption for electronic directory signs in the Harbor.

Councilmember Loewenstein left the chambers.

Mayor Light mentioned the Amenities Plan noting that wayfinding signage is peppered throughout and talked about a comprehensive signage and wayfinding program; stated the Harbor Commission felt digital was the way to go because of constant changes, possibly be interactive similar to a mall directory and would be useful in advertising events such as the Kite Festival; opined pedestrian wayfinding signs should be separate from billboard-type of signs; mentioned that he did not realize how much the Planning Commission was against the electronic signage; asserted that the Harbor Commission should weigh in on this matter.

Councilmember Nehrenheim felt this should be reviewed by the Planning Commission without another stop at the Harbor Commission; talked about the Planning Commission overseeing the entire City for consistency; mentioned a digital sign at the Galleria from which revenue could be derived.

Councilmember Loewenstein returned to the chambers.

Councilmember Nehrenheim reported an electronic sign was a big hit with businesses in Riviera Village; stated he would be fine with the signage being on City property and seeing how that goes and spoke about moving forward with the project.

W.E.D. Director Kapovich reported the Harbor Commission has purview over all Conditional Use Permits and all design reviews within the Harbor and the Planning Commission has purview over everything outside the Harbor.

City Manager Witzansky noted that staff is not recommending a CUP, but rather a design review standard whether it be at staff level through administrative review, or at the Planning Commission or Harbor Commission level is what they are seeking direction on. Anything within the Waterfront area would default to the Harbor Commission; stated that if the City wanted the Planning Commission to review the signs, then they would have to add it to the list of items the Planning Commission is always involved in.

Councilmember Nehrenheim talked about having an administrative review which can be appealed through Planning.

Assistant City Attorney Park reported the code already indicates that a decision by the Planning Director can be appealed to the Planning Commission and its decision can be appealed to the City Council.

City Manager Witzansky reported the direction is sought as to whether, by right, this has to go to the Planning Commission.

Councilmember Nehrenheim stated he does not mean by right and does not want to extend the process.

Mayor Light disagreed on the Planning Commission having final say on something in the Harbor.

Councilmember Behrendt suggested moving ahead with the sign in the harbor that Councilmember Loewenstein originally requested in 2021; suggested returning to a future Council meeting to consider wayfinding and whether it should involve Planning or Harbor Commission review or both.

City Manager Witzansky spoke about upgrading the kiosk near the George Freeth statue with new display technology and suggested a more robust conversation about regulating electronic signs later on.

More discussion followed regarding the new display technology.

Councilmember Obagi spoke about the Galleria wanting to have this discussion and addressed developing a Planning or Harbor Commission review process.

City Manager Witzansky stated that staff is happy to continue conceptually working on this item and return at a later date to develop a better draft of the electronic wayfinding directory sign component of the code.

Councilmember Obagi favored moving ahead with the signage at the Waterfront and returning at a future date to consider other electronic signage in the Harbor or City.

Discussion followed regarding PI and/or City-owned zones, exceptions for directory signage and allowing four directory signs as well as on Mole D to test it out; defining "electronic" signage and distinguishing between directory signs and billboard signs.

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to move forward with the one sign allowance for the sign at Mole D, defer the matter on whether it should be reviewed by the Planning Commission and allow for the exemption of only four Pier directory signs at this point, with a deeper dive to be done later.

Discussion followed regarding review by the Planning or Harbor Commission or both, avoiding delays, trusting the Harbor Commission and leaving kiosks as an administrative process.

Mayor Light invited public comments.

Brad Waller, District 1, spoke in support of Councilmember Loewenstein's motion; expressed support for having future discussions regarding wayfinding signs; reported the Riviera Village Board was interested in having touchscreen signs in the area; talked about having wayfinding signs for Riviera Village, the Aviation/Artesia corridor and the Galleria area; commented on existing regulations for electronic billboard signs.

Austin Carmichael, District 5, agreed with Councilmember Loewenstein; talked about considering the entire community and having the Harbor Commission weigh in by attending Planning Commission meetings.

There were no other public comments on this item.

Councilmember Behrendt inquired about the size of the kiosk signs.

IT Director Mike Cook reported that the screens are double-sided, 55 inch television screens and noted the kiosks are about 6 feet tall and 3 feet wide.

Councilmember Behrendt continued with his point and painted a picture of having 30 square foot electronic signs in 53 locations throughout the City and stated the residents are not ready for that and neither is he; mentioned the reasons against having them throughout the City; felt that since the electronic sign is slated for the Harbor the Harbor Commission should have jurisdiction over the approval of it.

Discussion followed regarding the specifications of the four kiosk signs and the pros and cons of Harbor Commission review versus Planning Commission review.

Councilmember Loewenstein agreed with Austin Carmichael, noting that if the Harbor Commission wants to weigh in on the matter they should during a Planning Commission meeting; spoke against delaying implementation further.

Community Development Director Wiener shared the sign section of the code and noted the code specifies electronic signs should go to the Planning Commission for review.

In response to Councilmember Behrendt's inquiry, City Manager Witzansky reported this was last updated to accommodate the sign at the Performing Arts Center and the code section was for the two conceptualized sites (Performing Arts Center and the Redondo Union High School Auditorium). He added that this is the Planning Commission's purview, but if Council wants it to be the Harbor Commission it can be written to do that; noted the Planning Commission may have more design review practice but, the Harbor Commission receives such applications and has experience; stated staff views both as capable entities in this discussion.

Councilmember Behrendt referenced the code and felt this looks like it is under the Planning Commission's jurisdiction.

W.E.D. Director Kapovich stated that there is language that talks about when it comes

to CUPS and design reviews, the Planning Commission has purview unless it is in the Harbor.

Discussion followed regarding prior discussions to expand the jurisdiction of the Harbor Commission.

Councilmember Obagi talked about not delaying the project further.

Assistant City Attorney Park quoted from the code relative to Planning Commission design review noting that all references to the Planning Commission mean the Harbor Commission.

Councilmember Obagi offered a friendly amendment to the motion that review would be by the Harbor Commission.

Assistant City Attorney Park read from the municipal code relative to review of projects in the Harbor/Pier area and confirmed it would be at the purview of the Harbor Commission.

Councilmembers Loewenstein and Nehrenheim accepted the friendly amendment.

Discussion followed regarding fixing the code overall and getting the project done as quickly as possible under the jurisdiction of whatever body is appropriate.

Amended motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to move forward with the sign allowance for the sign at Mole D with final review by the Harbor Commission.

Mayor Light invited public comments.

Georgette Gantner recommended leaving it under the purview of the Planning Commission if it is going to slow things down.

City Manager Witzansky reported the design details of the sign are yet to be determined so neither Commission has seen or reviewed the plans, and the sign ordinance will be amended so there is no conflict.

There were no other public comments on this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, to continue the public hearing to February 18, 2025.

The motion carried 5-0.

The amended motion carried 5-0, by voice vote.

RECESS/RECONVENE

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, and approved by voice vote, to recess at 8:00 p.m.

The motion carried 5-0.

Mayor Light reconvened the meeting at 8:05 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein (arrived at 8:06 p.m.) Nehrenheim, Obagi, Mayor Light

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION REGARDING THE ORGANIZATIONAL ASSESSMENT COMPLETED FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE ACTION ITEMS IDENTIFIED TO IMPROVE DEPARTMENT SERVICE

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

Councilmember Loewenstein arrived at this juncture. (8:06 p.m.)

Community Development Director Wiener narrated a PowerPoint presentation with details of the Community Development Department; recommended staffing and organizational actions:

- Permit Center Supervisor
- Third Plan Check Engineer
- Building and Safety Analyst

Discussion followed regarding evaluating ways to make it easier to obtain feedback, the need for additional positions, whether the budget exists to hire additional staff and considering the subject during upcoming budget discussions.

In reply to Councilmember Obagi, City Manager Witzansky offered to bring back a BRR on what the additional positions would look like and felt there are ways to offset the expenses associated with the Plan Check Engineer position.

Community Development Director Wiener presented a screenshot of the iWorQ Software System and addressed its capabilities and listed key points.

Mayor Light reported receiving multiple positive comments about Community

Development Director Wiener and thanked him for his work; noted there have been incremental improvements in the department for quite some time; felt that culture is one of the most important things to establish first.

Community Development Director Wiener responded to questions from Council regarding working cooperatively with other City departments, centralizing the information and being able to provide reporting on the status of permits/projects and additional capabilities of the software.

Councilmember Kaluderovic left the chambers.

Discussion followed regarding metrics and improved service.

Councilmember Kaluderovic returned to the chambers.

Councilmember Nehrenheim commented favorably about the item and the improvements that have occurred during his tenure.

Discussion followed regarding the ability for continued improvements and expediting processes, saving money while improving customer service, evaluating the fee schedule, auditing performance and the possibility of bringing on a resource, if additional help is needed, for audits.

City Manager Witzansky added that it will be a paperless process.

Councilmember Nehrenheim noted how much better the department has become since Community Development Director Wiener has joined the team; spoke about the staffing issues and asked about the auditing features of the iWorQ software; thanked City staff for the work done on this item.

Discussion followed regarding setting six months as an appropriate time to provide a status update to Council.

Community Development Director Wiener reported he would like to create a checklist for a strategic plan that provides information as to whether the City is complying with its goals.

City Manager Witzansky added that staff can provide Council with some feedback, in the next six months, on some of the more specific initiatives.

Mayor Light mentioned the importance of having a benchmark so one can compare what has been accomplished and urged staff to establish one.

Mayor Light invited public comments.

Austin Carmichael spoke about this being the first Council meeting of Black History

Month; read a quote from Martin Luther King, Jr. and appreciated that the Community Development Department is service-centric.

In reply to his questions, Community Development Director Wiener reported there is auto population in the system and reported the positions involve two new and one conversion.

There were no other public comments.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, to receive and file the report and direct staff to return with a report in six months.

The motion carried 5-0.

O. CITY MANAGER ITEMS

City Manager Witzansky reported he will be attending the Cal Cities City Managers Conference in Rancho Mirage later this week and discussed items on the agenda for upcoming Council meetings.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND POSSIBLE DIRECTION REGARDING CITY ORDINANCES REGULATING NOISE GENERATED BY PROTESTS IN PUBLIC AREAS AND THE HOURS DURING WHICH PROTESTS ARE ALLOWED TO OCCUR

City Attorney Webb introduced the item and RBPD Chief Hoffman offered to respond to questions from Council.

City Attorney Webb spoke about ordinances banning protests, noting they are not content neutral; referenced an ordinance banning amplified noise without a permit; suggested that would be the quick fix and proposed placing it on City Council's agenda of March 11, 2025. He discussed ordinances with specific standards in terms of decibel levels; talked about challenges in enforcement and recommended that Council give staff direction to modify the ordinance banning amplified noise with a specific time restriction, and after hearing from RBPD Chief Hoffman, ask for a BRR as to the additional costs of being able to enforce the decibel ratings more robustly.

Councilmember Loewenstein requested that it be done by February 18, 2025 and City Attorney Webb agreed.

Discussion followed regarding allowing protests on public areas, the large rat and protestors wearing rat masks and scaring patrons.

RBPD Chief Hoffman reported that the ordinance adds a reasonable tool that can be

enforced, realistically, to the department's toolbox as focus will be placed on the individual that is actually violating the Municipal Code.

Discussion followed regarding addressing drums, horns, cowbells through the noise ordinance.

RBPD Chief Hoffman stated that, if Council desires to have an ordinance based on sound decibel levels, he recommends that Council provide direction to return with a BRR on the costs involved in having a sound company conduct a survey on ambient noise levels at various places throughout the City, then contract with a consultant that could recommend potential modification considerations by Council on the ordinance so that it would be enforceable.

City Attorney Webb wondered whether it has to be amplified noise but noted people will normally come up with other ways to make noise; suggested contracting with a noise expert to do the tests and having a provision for an expert witness.

Discussion followed regarding challenges in identifying violators, Council's discretion to set time restrictions, the permitting process for amplified sound and the possibility of setting a place limitation.

Councilmember Behrendt asked for clarification from City Attorney Webb on the time being before 9:00 a.m. for no amplified noise; City Attorney Webb agreed.

More discussion followed regarding amplified noise and permitting.

Councilmember Obagi wondered if Sonesta could address this problem through its own private action since it is ruining the quiet enjoyment of their residents.

City Attorney Webb responded affirmatively and talked about giving the Police an effective tool to address the immediate concern.

Motion by Councilmember Loewenstein, seconded by Councilmember Obagi, to direct staff to return with a change in the ordinance to place a prohibition on amplified sound from 10:00 p.m. to 9:00 a.m. and produce a BRR on the cost of a comprehensive sound study and recommend changes to the Municipal Code related to sound enforcement.

Mayor Light invited public comments.

Joan Irvine, District 1, wanted to make sure this does not affect the Women's March and mentioned old ordinances in the City that need to be updated to be gender neutral.

There were no other public comments on this item.

The motion carried 5-0, by voice vote.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Mayor Light reported receiving a call from Moses Rambler with Lanakila; stated their annual race is coming up and they will donate their proceeds to the recent Fire victims and have asked the City to waive its fees for the event; asked to agendaize the matter for the next City Council meeting. After discussion, Mayor Light asked that staff return with a BRR on the item on February 18, 2025.

Councilmember Nehrenheim reported the Public Works Commission spoke with the Public Safety Commission; referenced a referral he made in December and asked for a BRR on the options and costs associated with installing a bicycle lane from the City boundary on PV Boulevard and PCH.

Councilmember Obagi spoke about PFA Forever Chemicals on fire turnout outfits; imagined that firefighters who fought the fires in L.A. got exposed to a lot of bad chemicals such as asbestos and requested a BRR on total cleansing turnouts or whether they just need to be replaced and what those costs would be.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, to place on an upcoming agenda an adjournment in memory of a District 1 community member, Ray Benning.

The motion carried 5-0.

R. RECESS TO CLOSED SESSION - None

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION - None

The Closed Session meeting was cancelled.

O. ADJOURNMENT – 9:30 p.m.

There being no further business to come before the City Council, motion by Councilmember Kaluderovic, seconded by Councilmember Loewenstein, to adjourn the meeting at 9:30 p.m. to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, February 11, 2025 in the Redondo Beach City Hall Council Chambers, 415 N. Pacific Coast Hwy., Redondo Beach, California.

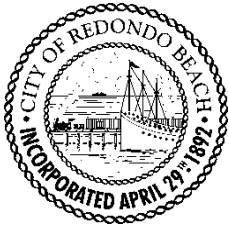
Motion carried, 5-0.

All written comments submitted via eComment are included in the record and available

for public review on the City website.

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Minutes
Redondo Beach City Council
Tuesday, February 11, 2025
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic (via Zoom), Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - None

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

E. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS AND NON-AGENDA ITEMS - None

F. RECESS TO CLOSED SESSION – 4:35 p.m.

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

Name of case:

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:

**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.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:

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

Name of case:

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

- 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 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.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:

Shannon, Jennifer v. City of Redondo Beach, City of Lawndale, Mary Shannon, Tracy Rose, and DOES 1-75

Case Number: 24TRCV04346

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

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

NEGOTIATING PARTIES:

Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:

Price and Terms

Analyst Villa read title to the items to be considered in Closed Session.

City Manager Witzansky announced that the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich, Human Resources Director Diane Strickfaden, Public Works Director Andy Winje and Outside Legal Counsels Abby O'Brient and Jon Welner.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and carried by voice vote, to recess to Closed Session at 4:35 p.m.

The motion carried 5-0.

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic (via Zoom), Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Cheryl Park, Assistant City Attorney

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced that under Item No. F.8 City Council unanimously authorized the City Attorney to defend the City in the matter.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Loewenstein, seconded by Councilmember Obagi, and carried by voice vote, to adjourn to the regular meeting at 6:01 p.m.

The motion carried 5-0.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:01 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic (via Zoom), Loewenstein, Nehrenheim, Obagi, Mayor Light

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

Mayor Light reported Councilmember Kaluderovic is attending remotely, for just cause and Council has been advised appropriately.

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and recognized them for their service.

Councilmember Loewenstein led in the salute to the flag.

Mayor Light called for a moment of silence.

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

Mayor Light announced the After School Program has a zero-waiting list; noted that all parents have been accommodated for their children and staff is looking into expanding it; reported attending a meeting with residents at North Prospect with Councilmember Kaluderovic regarding the median; commented on the recent Super Bowl 10K.

Councilmember Nehrenheim spoke about the recent community meeting and thanked First Responders helping in the recent fires; discussed Ranked Choice Voting (RCV) ballots and explained how to fill them out; announced an upcoming meeting with the League of Women Voters where RCV will be discussed; commented on the Super Bowl 10K and the one-year anniversary of Mayor Brand's passing.

Councilmember Loewenstein spoke about starting the Super Bowl 5K and announced his final District 2 community meeting will be held February 19, on Zoom; noted items that will be discussed and reported three Mayoral Candidates will be in attendance to answer questions from the public. He added that there will be an in-person celebration at the Main Library conference room and more details will follow.

Councilmember Obagi announced that the Redondo Ballet Company is putting on Snow Queen at the Performing Arts Center; reported that the Easy Reader and BeachLife are holding a candidate forum round table at the Historic Library on February 20, 2025; expressed his wishes for a happy Black History Month and spoke about the City's continued value of diversity and inclusion. Additionally, he thanked Ryan Liu with the Public Works Department, for fixing the speed radar detector on Ford.

Councilmember Behrendt reported attending the League of California Cities Housing Community and Economic Development Policy Committee meeting last month; noted he did incur travel expenses and they are available for review by the public if needed.

E. APPROVE ORDER OF AGENDA

Mayor Light announced that Councilmember Kaluderovic requested moving Item No. L.1, prior to the Consent Calendar.

Motion by Councilmember Obagi, seconded by Councilmember Loewenstein, and approved by voice vote, to approve the order of the agenda, as amended hearing Items No. J, L.1 and then H.

The motion carried 5-0.

F. AGENCY RECESS – None

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, to receive and file Blue Folder Items including items submitted by Councilmember Obagi.

The motion carried 5-0.

Mayor Light moved to Item No. J.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF FEBRUARY 11, 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: A. OCTOBER 1, 2024 ADJOURNED AND REGULAR MEETING (REVISED) B. OCTOBER 8, 2024 ADJOURNED AND REGULAR MEETING C. OCTOBER 15, 2025 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AMENDMENT TO THE AGREEMENT WITH R.P. LAURAIN AND ASSOCIATES, INC. FOR THE APPRAISAL OF THREE ADDITIONAL PROPERTIES (APN 4158-033-900, APN 4150-024-901, APN 7520-001-902) INCREASING THE COMPENSATION BY \$19,800 FOR THE EXISTING TERM THROUGH SEPTEMBER 30, 2025

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

H.5. APPROVE CANCELLATION OF THE MARCH 4, 2025 REGULAR CITY COUNCIL MEETING AND AGENCY MEETINGS AND RESCHEDULE TO MARCH 11, 2025

CONTACT: ELEANOR MANZANO, CITY CLERK

H.6. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2502-003, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS FOR THE POSITION OF SENIOR RECREATION COORDINATOR

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Mayor Light invited public comments on the Consent Calendar.

Ron Maroko, District 3, referenced approval of the minutes from the City Council meeting of October 1, 2024 and questioned why it is before Council once again when only one comment from Vanessa Poster was revised; read a letter he wrote on February 2nd and claimed he sent to City Clerk Manzano and for which he has not received a response; spoke about meetings where no minutes were available for review and approval; alleged failure in providing meeting minutes in a timely manner, to Council and the public and complained that when minutes are approved, there is a delay in posting them on the City's website. In addition, he offered suggestions, including forming a Minute Committee (composed of two Councilmembers), having AI produce the minutes and having the City Manager monitor and control the person preparing the minutes or have an ordinance regarding the timeliness of the minutes.

There were no other public comments on the Consent Calendar.

Motion by Councilmember Loewenstein, seconded by Councilmember Behrendt, and approved by voice vote, the Consent Calendar, as presented.

The motion carried 4-0. Councilmember Kaluderovic was absent.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

Mayor Light moved to Item No. N.1.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Sara Martin, Redondo Beach resident, spoke about good governance, focusing on transparency, accountability, responsiveness to the public and good faith; noted her remarks tonight are paraphrased from Kelly O'Donnell's essay on accountability for the

core humanitarian standard alliance and discussed tactics used to avoid accountability.

Lisa Rodriguez noted that even when there are disagreements, people should treat each other respectfully; hoped residents will vote wisely to restore honor, integrity and responsible leadership for Redondo Beach; commented on Jim Light and Nils Nehrenheim having a long track record of lying to residents, suing the City, and prioritizing special interests and urged residents to remember who drained the budget.

Carol Martin, representing senior citizens that are residents of 123 S. Catalina Avenue, spoke in opposition to the location of the Super Bowl run; reported that during the event, residents are unable to leave their property and read an eComment she submitted into the record; stated she is not against the event just the location of it.

Lilly Lucas, resident of 123 S. Catalina Avenue, spoke against the location of the Super Bowl run, noting it prevents residents from being able to leave their property to visit family, or have family or friends visit or attend church services; commented that she doesn't want her taxes to pay for events like this.

Carissa Robinson, Redondo Beach resident, acknowledged the one-year anniversary to Mayor Bill Brand's passing; spoke in support of Nils Nehrenheim as the next Mayor and gave examples of why he is the best candidate for the position; urged residents to vote for Nils Nehrenheim for Mayor.

Brenton Reger, Project Barley, leaseholder of 136 International Boardwalk, reported an ongoing issue with a leaky roof; talked about the damage done to the structure and their kitchen; he was told by the landlord that they need to fix the leaks from within the structure but he feels the roof needs to be fixed on the outside; asked for help and guidance in the matter.

Joan Irvine, District 1, Mayoral Candidate, talked about reflecting on the best advice she ever received in business was, "You either grow, or you die"; mentioned the City has been needing tax revenue for many years and addressed the need to grow; reflected on lessons learned from her father.

Chris Ahearn (via Zoom) spoke about Blue Zones, Project Moai and other social connection programs provided by BCHD.

City Clerk Manzano reported receiving one eComment.

There were no other public comments.

K. EX PARTE COMMUNICATIONS

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

Councilmember Loewenstein spoke with members of the public and City staff.

Councilmember Obagi reported speaking with members of the public, Public Safety Commissioner Nancy Skiba and City staff.

Councilmember Behrendt spoke with members of the public, City staff and Mayor Light.

Councilmember Kaluderovic reported speaking with members of the public, City staff and Mayor Light.

Mayor Light reported discussions with members of the public, City staff and several Councilmembers.

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING FOR INTRODUCTION AND FIRST READING OF ORDINANCES AMENDING TITLE 6 BUSINESSES, PROFESSIONS, AND TRADES, TITLE 10, CHAPTER 2, ZONING AND LAND USE AND TITLE 10, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE PERTAINING TO CANNABIS REGULATIONS, ADOPTION OF A RESOLUTION AMENDING THE CITY'S COASTAL LAND USE PLAN, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT CATEGORICAL EXEMPTIONS FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE AMENDMENTS

PROCEDURES:

- 1. Open the public hearing, take testimony and deliberate;**
- 2. Close the public hearing; and**
- 3. Introduce the following three ordinances and adopt the following resolution:**

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3287-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING CHAPTER 6 TO TITLE 6 OF THE REDONDO BEACH MUNICIPAL CODE TO REGULATE COMMERCIAL CANNABIS BUSINESSES

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3288-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2 SECTION 10-2.1626 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO COMMERCIAL CANNABIS ACTIVITIES INLAND ZONES OF THE CITY

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3289-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,

CALIFORNIA, AMENDING TITLE 10, CHAPTER 5 SECTION 10-5.1626 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO COMMERCIAL CANNABIS ACTIVITIES IN COASTAL ZONES OF THE CITY

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2502-004, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, REQUESTING CERTIFICATION BY THE CALIFORNIA COASTAL COMMISSION OF AMENDMENTS TO THE COASTAL LAND USE PLAN IMPLEMENTATION ORDINANCE (TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE) CONSISTENT WITH STATE LAW, WHICH IS INTENDED TO BE CARRIED OUT IN A MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT; AND PROVIDING THAT THE AMENDMENTS TO THE CITY'S LOCAL COASTAL PROGRAM WILL TAKE EFFECT AUTOMATICALLY UPON COASTAL COMMISSION APPROVAL PURSUANT TO PUBLIC RESOURCES CODE SECTION 30514 AND TITLE 14, SECTION 13551 OF THE CALIFORNIA CODE OF REGULATIONS

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

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

Motion carried 5-0.

Community Services Director Hause narrated a PowerPoint presentation with details of the Administrative Report; mentioned that Council has been working on updating the ordinances since December 2023 when staff had identified some discrepancies and some gaps in the existing ordinances; stated the cannabis regulations have been on the City Council's agenda a total of 10 times since December 2023; stated Council gave direction on January 21, 2025; went over the three ordinances that staff is updating; reviewed the Planning Commissions recommendations and language updates to the ordinances.

Councilmember Kaluderovic thanked staff for the work; reported she does not want to do anything that will endanger children or anything to create any kind of quality of life issue in the City; reminded everyone of her referral to regulate smoke shops in the City; talked about the cannabis ordinance that was passed in September 2022 and stated all the work that has been done is to refine, improve and close any loopholes in the process and address all of the community concerns that have been voiced. Additionally, she explained Measure E; addressed the importance of having an ordinance, delivery and enforcement; commented on district lines not being permanent and recommended changing the location to be "by zip code" and spoke in support of the 1,000 foot separation, recommended by the Planning Commission.

In reply to Councilmember Behrendt's question, Community Services Director Hause reported she understood that cannabis delivery cannot be banned for either recreational or medicinal uses.

City Attorney Webb (via Zoom) asked if he could review the information and return shortly with a response.

Councilmember Obagi agreed with Councilmember Kaluderovic's comments; talked about Measure E; spoke in support of separating the retailers by zip code and agreed with the 1,000 foot separation recommended by the Planning Commission.

Councilmember Loewenstein agreed with separation by zip code as well as with the 1,000-foot buffer; explained how Measure E was voted down; mentioned Measure CT and the cannabis steering committee; spoke about his work in the School District to ensure that the City's youth are safe; noted Council has been at this for many years and have had many meetings on the topic.

Discussion followed regarding adopting the resolutions as amended to add the separation by zip code and the 1,000 foot buffer separation.

City Attorney Webb (via Zoom) reported Council may make substantive changes during the first reading and stated the City is preempted by the State in terms of delivery, when it comes to medicinal cannabis; stated he will do more research on the topic.

Discussion followed regarding distinguishing between medicinal and recreational cannabis and how it relates to HIPAA law and a delivery ad observed in connection with BeachLife Festival.

RBPD Chief Hoffman reported the ad was in a BeachLife licensed publication and the wording of the ad did not explicitly say there would be delivery during the BeachLife event. He added that he was not aware of any complaints or calls related to the delivery of cannabis during BeachLife; reported the promoters have chosen not to move forward with that ad in the future.

In reply to Councilmember Loewenstein's question, Chief Hoffman spoke about a robbery incident, two years ago, related to an illegal cannabis operation; reported legal establishments are well-run and produce revenue compared to illegal establishments which drain resources.

Councilmember Nehrenheim commented on delivery companies delivering in North and South Redondo; spoke about being a proponent of enforcement and the importance of the City taking control under Council's own rules; discussed the need to protect the City and not have bad actors directing the City on what to do; corrected some information that was given at the Planning Commission meeting and addressed the portions of Districts 4 and 5 on Artesia Boulevard; mentioned he would rather separate the stores, per district.

Discussion followed regarding the location of exclusion zones, protections in place with restrictions on outside advertising and requirements for design review.

Councilmember Behrendt believes that having retail cannabis shops in Redondo Beach is a bad idea; talked about a lot of residents feeling the same; opined they send the wrong message of cannabis acceptance to young people and felt that teenagers already have enough challenges with which to deal. He acknowledged that it contributes to revenues but wondered at what cost to the community; stated Artesia Blvd between Aviation and Inglewood is absolutely unfit for a storefront retail cannabis shop; reported cannabis retail shops are not contemplated in the Artesia Corridor ACAP; stated Artesia Boulevard is one of the safest walking streets in the City for students but is already oversaturated with smoke, vape shops, and liquor stores. Additionally, he opined that cannabis shops would not contribute to the revitalization of Artesia Boulevard and supported delivery only into the City, with track and trace, and no storefront retail shops; strongly opposed to having a cannabis retail store on Artesia Boulevard, especially between Inglewood and Aviation.

Councilmember Obagi felt an ideal location would be east of Inglewood Avenue on Artesia Boulevard; spoke about preserving the Galleria; took an informal poll of attending students; noted cannabis is already in the community; talked about the need for revenue for education and police enforcement and against moving backwards on this issue.

Councilmember Nehrenheim indicated he would rather keep the separation as one per district rather than by zip code; stated that by zoning certain properties out, they are made more valuable and mentioned keeping the buffer zones as they are.

Mayor Light noted a preference separation by zip code, for acceptance of the 1,000 foot buffer zone recommended by the Planning Commission and mentioned Councilmember Behrendt's request to exclude the area of Artesia Boulevard, between Inglewood and Aviation.

Councilmember Obagi asked that the exclusion be inclusive of Aviation Boulevard and west of Inglewood.

Mayor Light invited public comments.

Melissa DeChandt thanked Council for addressing the smoke shops; reported Redondo does not have to have retail cannabis in the City; talked about tax deficits related to cannabis companies and referenced peer reviewed data available about the dangers of cannabis use. Additionally, she stated she preferred a delivery-only model with taxation, in Redondo Beach.

Nikki Vasquez, District 3, spoke in strong opposition to retail cannabis storefronts in the City; felt that if the City must do something, it should implement a delivery-only model like neighboring cities; urged Council to do the right thing for the children and the City.

Jose Iuan Iniguez spoke about Redondo Beach voting, “No” to cannabis dispensaries; stated he voted for taxing it but understood that it would be for deliveries only; referenced articles and studies about increased use among teens as a result of retail dispensaries; felt the presence of dispensaries normalizes cannabis use; spoke about the dangers the substance has to brain development in youths up to age 25; noted that parents have the responsibility to protect the youth from these risks.

Sam Jurist, Hashery, thanked Council for the work they have done to get to this point; spoke about his company’s intent to apply for a license in South Redondo Beach; mentioned attending the City’s commission meeting on February 3rd where the topic of changes to the existing Blue Zones were a topic of discussion; suggested the Council and Planning Commission consider a modification to the 1,500 foot distance from a high school prior to presenting the final application; reported California State Law requires a 600 foot minimum distance from all schools; discussed a property on Catalina that sits on the edge of a Blue Zone and addressed plans to remodel and make improvements to the building.

Robert Merkelbach, Hashery, spoke about having a business in Torrance that does solventless manufacturing; explained that they process their product in the store and they do not use any chemicals, they only use water, heat and pressure to make their products; reported the store focuses on education and believes in the medicinal values of cannabis; agreed that having products sold through a licensed, compliant store is the best way to manage it safely for residents; talked about getting products off the black market through a legal business; discussed the potential location for their store (same location referenced by Sam Jurist) which is approximately 1,250 feet from a high school and affirmed the State law requires a 600 foot minimum distance from schools.

Tijen Loubert, District 1, spoke in strong opposition to allowing cannabis dispensaries in Redondo Beach; agreed with a delivery-only, tax model; stated studies have shown that exposure to cannabis has direct negative impacts; stated she supports the legalization of cannabis but spoke about detrimental things happening to young brains. She urged Council to listen to their constituents and not approve cannabis retail shops in the City.

Councilmember Obagi left the chambers.

Timothy Dodd, CEO and Co-Founder of Sweet Flower, reported that one of the requirements for cannabis shops is that landlords need to not have an FDIC insured mortgage or note; mentioned they are taking away all locations on Artesia Boulevard that might meet it; noted many properties are distressed and blighted; asserted that cannabis dispensaries force out smoke shops and urged Council not to exclude cannabis dispensaries from an area of concern; asked to submit for the record this document on how Pasadena shut down all of its illegal dispensaries.

Councilmember Obagi returned to the chambers.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, to receive and file documents submitted by Timothy Dodd.

The motion carried 5-0.

Timothy Dodd expressed concerns with the proliferation of illegal activity if the ordinance is not passed; presented a product he purchased today at one of the smoke shops that has 5 times more than the legal limit of THC. Additionally, he responded to questions from Council regarding delivery and his operation in the City of Pasadena; mentioned delivery is only 10% of his revenue, most of his customers come into his shop to purchase.

Eric Lightman, General Counsel for Embark, thanked Council for addressing this item; expressed confidence that the ordinance sets the City up for success; talked about cannabis already being in the City; felt a delivery-only model will not work and reported that failing businesses have been solely focused on the delivery-only model. Additionally, he spoke about legal businesses being so discreet people probably pass by them all the time without knowing it is a cannabis store; spoke about the dispensaries being 21 and over and anyone under the age will not be able to purchase products from the legal stores; noted the need for sensible regulations and urged the City to move forward; responded to questions from Council regarding delivery-only models and benefits of the retail model.

Paul Furie, District 3 and parent of students at RUHS, strongly opposed the opening of storefront cannabis retailers in Redondo Beach; felt it normalizes cannabis use by the youth and they will pass these stores on a regular basis and is supported and promoted by respected City leaders; supports the delivery-only model; voiced his concerns on how this will change the brand of the City and is not worth the 5% take.

Georgette Gantner spoke about cannabis delivery services; wondered whether the City needs two dispensaries; commented on Riviera Village wanting one; talked about District 4 needing improvement and that there is money budgeted to improve the area; shared that in her campaign trail, many residents are urging her to let the City know residents are not in favor of storefront retail cannabis, especially along Artesia.

Jimena Cabrera, District 3, spoke in opposition to retail cannabis dispensaries in the City; urged Council to listen to the people; mentioned legal cannabis will not eliminate the black market; reported RUSD was voted the best in the area and urged Council to be the leaders the youth deserve and not allow cannabis dispensaries in the City. She thanked Councilmember Behrendt for listening to the people.

Joan Irvine, District 1, spoke favorably about the ordinance; expressed surprise that so many people are debating whether to have dispensaries in the City at all; talked about her volunteer advocacy and turning down the support of the PTA because of ethics; mentioned investors are not from out of town; stated although she is an advocate for cannabis, when she becomes Mayor, she will do the will of the people.

Carol Martin spoke in opposition to the Super Bowl 5K and 10K runs as it prevents senior residents from being able to leave their homes; wondered what happens to the presentation she provided earlier; wondered whether the Council or City will contact her to follow up; voiced her opposition to cannabis dispensaries in the City and wondered what she can do to follow up and ensure she is heard.

Councilmember Loewenstein urged her to contact him for follow up.

Robin Eisenberg spoke about dispensaries not going into the Galleria because of lease and financing requirements.

Councilmember Behrendt believed that a fair and reasonable solution was proposed by Councilmember Obagi; not to have cannabis retail shops on Artesia, from Inglewood East on Artesia Boulevard or in the area identified by Councilmember Obagi on Aviation Boulevard and expressed his support.

Councilmember Obagi thanked Councilmember Behrendt for his willingness to compromise. He referenced the Leaf in Palm Desert noting there is nothing indicating it is a cannabis shop; talked about security, the proliferation of smoke shops along Artesia and places along Artesia that need invigoration, but stated he agrees with keeping cannabis away from the youth.

Carissa Robinson, District 3, disclosed she is a licensed therapist; spoke in opposition to opening retail cannabis dispensaries in the City; discussed increased cannabis use, the normalization effect and questioned the urgency of the decision; urged Council to prioritize the health and safety of residents, particularly the youth.

Susan Reuben opposed to having retail cannabis dispensaries in the City and felt the billboards advertising cannabis make the City look cheap.

Jonatan Cvetko shared a story about the difference between knowledge and wisdom; emphasized that he has given multiple reasons why the City should not move forward with cannabis dispensaries; talked about the failing industry and public health risks with unsafe products and hoped Council will listen to the truth. Additionally, he responded to questions from Council regarding his cannabis delivery business in other cities and the taxing structure.

Nancy Skiba (via Zoom) spoke in support of Councilmember Behrendt's comments; preferred a delivery-only model and talked about contaminated products and problems with testing.

Kyle Johnson (via Zoom), District 1, spoke in support of retail cannabis dispensaries in the City and discussed revenues to pay for essential City services.

City Clerk Manzano reported receiving 68 eComments: 61 opposed to retail cannabis

dispensaries, 1 neutral and the rest did not choose a preference.

There were no other public comments on this item.

Councilmember Kaluderovic (via Zoom) acknowledged comments by residents; noted she is aware of problems with testing and pesticides, but that a delivery-only model would be selling the same products; reported the approval of the ordinance is not opening the application process but rather closing loopholes in an ordinance that was approved in 2022 so that it will be ready, in the future, should Council decide to open up the application period.

Councilmember Nehrenheim referenced the map of South Redondo and in response to his inquiry, Councilmember Behrendt explained his proposal not to have cannabis retail shops on Artesia, from Inglewood East on Artesia Boulevard or in the area identified by Councilmember Obagi on Aviation Boulevard and spoke about the amount of traffic and dense saturation of smoke shops in the area and plans to re-energize Artesia Boulevard.

Councilmember Nehrenheim commented on the smoke shops and massage parlors along PCH and spoke about investments in the area and opportunities on Artesia Boulevard.

Motion by Councilmember Obagi, seconded by Councilmember Loewenstein, and approved by voice vote, to close the public hearing.

The motion carried 5-0.

Councilmember Obagi agreed with Councilmember Nehrenheim that the number of locations that would be available in 90278 would drop to most-likely ten spots and talked about the Galleria not being able to secure such a lessee in light of financing requirements.

Discussion followed regarding residents' concerns about Artesia Boulevard, the possibility of allowing them on Aviation and the need to revisit the 90278 and 90277 split.

Councilmember Obagi proposed separating by different districts and specifying no more than one in 90278.

Discussion followed regarding whether to keep or omit the exclusion of "west of Artesia and Inglewood" and other potential locations in the City.

Councilmember Obagi accepted excluding the portion west of Artesia Boulevard, from Inglewood through Aviation and leaving Aviation as zoned.

Mayor Light opposed separation by district; noted Councilmember Kaluderovic's point that the City is due for a redistricting and they could move.

Councilmember Behrendt mentioned the addition of the definition of “School”; referenced the section discussion location (4Db), “No retailer shall be established or located within 1,500 feet of a public or private high school” and suggested it should be amended to “within 1,500 feet of any School that is a public or private high school”.

Discussion followed regarding excluding Artesia Boulevard, west of Inglewood Avenue and excluding adult schools from the 1,500 foot requirement.

Motion by Councilmember Obagi, seconded by Councilmember Loewenstein, to introduce by title only Ordinance No. 3287-25, introduce by title only Ordinance No. 3288-25, introduce by title only Ordinance No. 3289-25, and adopt by title only Resolution No. CC-2502-004, as amended, accepting the Planning Commission’s recommendation of a separation of a 1,000 foot buffer zone, approve the updated language as presented, having no more than one dispensary per zip code, modifying Section 4Db to “within 1,500 feet of any school that is a public or private middle or high school” and prohibiting dispensaries on Artesia Boulevard between Inglewood and Aviation.

Councilmember Nehrenheim talked about the 1,000 foot buffer zone and recalled it had to do with scoring and the percentage points and did not agree with keeping it in the ordinance as it limits the number of qualified properties.

Mayor Light stated that since this is not a vote of the people, the ordinance can be changed later, if it does not work out.

Councilmember Loewenstein stated that it is a specific area, and the point is to not concentrate them in one particular area.

Councilmember Nehrenheim expressed concerns about limiting so many areas; disagreed with the 1,000 foot separation recommended by the Planning Commission and the number of properties on Artesia Boulevard that are being excluded and spoke about the thought and work put into zoning.

Mayor Light expressed his personal opposition to cannabis; felt that storefronts will look better than most developments and much better than smoke shops; spoke about the City having control; noted he does not like passing things onto other communities and asserted this can be used as a model for the future.

The motion carried 4-1, with the following Roll Call vote:

AYES:	Behrendt, Kaluderovic (via Zoom), Loewenstein, Obagi
NOES:	Nehrenheim
ABSTAIN:	None
ABSENT:	None

City Clerk Manzano read titles to Ordinances No. 3287-25, 3288-25, 3289-25 and

Resolution No. CC-2502-004.

Councilmember Kaluderovic (via Zoom) expressed her appreciation for being able to participate, remotely; excused herself and left the meeting.

RECESS/RECONVENE

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, and approved by voice vote, to recess at 8:53 p.m.

The motion carried 3-1-1. Councilmember Nehrenheim was opposed, and Councilmember Kaluderovic was absent.

Mayor Light reconvened the meeting at 9:04 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Loewenstein, Nehrenheim, Obagi,
Mayor Light

Councilmembers Absent: Kaluderovic

Mayor Light returned to Item No. H.

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

**N.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S
STORMWATER CAPTURE POLICIES AND PROJECTS**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

Public Works Director Winje introduced the item; noted it is part of the Strategic Plan objective and deferred to Public Works Specialist Geraldine Trivedi for a report.

Public Works Specialist Trivedi narrated a PowerPoint presentation with details of the Administrative Report which included:

- N1- Stormwater Capture Policy and Projects
- Stormwater Capture and Infiltration – Benefits
 - Flood Control
 - Urban Runoff Water Quality
 - Conservation of Resources
- Regulatory Compliance
 - LATWQCB NPDES Permit

- Typical private property LID capture & infiltrations strategies
- Cost Estimate for Redondo's WMP Projects
- Possible Options to Expand Stormwater Capture

Discussion followed regarding funding for the Fulton Playfield Infiltration Project.

City Manager Witzansky commented favorably about the work being done throughout the City to date; reported the City will continue to work with its partners to pursue capital funds to help alleviate any shortfalls; noted everything being done complies with MPDS permit obligations and asked for policy direction should Council wish to do more; noted the City is meeting their obligations currently at the State and Federal level with A grades.

Discussion followed regarding improvement in grades received from Heal the Bay, expected capture at first flush, revising commercial and residential design guidelines, low-flow diversion systems, storm drain impact fees, existing mechanisms in place and homing in on the ordinance to capture uncaptured properties and take advantage of development across the City.

Councilmember Behrendt thanked staff for their work and in reply to his inquiry, City Manager Witzansky addressed the developer impact fee study being done for the Community Development Review and noted the work being done for the General Plan Phase 2 items and some other elements that are being considered fit right in.

Councilmember Behrendt spoke about not eliminating parking with curb cuts since parking is already impacted; talked about being careful not to increase the cost of housing in the City; mentioned consideration of a Prop 218 fee increase to residents and questioned the need for an ordinance considering the General Plan Phase 2 update.

Councilmember Nehrenheim mentioned the storm drains on the Avenues; spoke about the possibility of getting grants for funding; noted there are concrete structures that are falling apart and asked about the water infiltration on the alley off Broadway and Catalina, between Pearl and Topaz.

Public Works Director Winje recalled it worked well in the beginning but has not been vacuum swept recently and noted it is a good opportunity to use alleys for permeable surfaces; talked about Measure W being the biggest funding source and addressed other potential funding options.

Councilmember Nehrenheim requested a copy of the PowerPoint presentation and in reply to his questions, Wayne Craig, District 1, addressed the alley infiltration near his residence and noted it works well and there are no complaints.

Public Works Specialist Trivedi responded to questions from Councilmember Obagi regarding the process by which water flows into the dry wells through the existing detention basin, using gravity flow; stated that in terms of bio swells, parking could still exist at the curb cuts.

Discussion followed regarding considering the soil composition, routing into gardens, the well concept and less expensive infiltration systems and the importance of capturing the first flush.

Councilmember Loewenstein spoke about cutting the time and expense down.

Mayor Light suggested moving forward with the smaller projects that reduce the need for the larger projects.

There were no public comments on this item.

O. CITY MANAGER ITEMS

City Manager Witzansky reported attending the Cal Cities City Managers Conference last week and commented favorably about it.

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY COUNCIL'S POLICY POSITION ON CALIFORNIA SENATE BILL (SB) 71 (WIENER) WHICH SEEKS TO MAKE PERMANENT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTIONS FOR ACTIVE TRANSPORTATION AND PUBLIC TRANSPORTATION INFRASTRUCTURE PROJECTS NOW GRANTED ON A TEMPORARY BASIS UNDER SB 288

DIRECTION TO STAFF REGARDING THE PREPARATION OF A LETTER AND/OR RESOLUTION ARTICULATING THE COUNCIL'S POSITION ON THE BILL

Councilmember Behrendt announced that, for reasons previously stated, he will recuse himself from this item and left the chambers.

Assistant to the City Manager Smude presented details of the Administrative Report.

Discussion followed regarding making CEQA exemptions permanent to encourage long-term projects.

Councilmember Loewenstein explained this will encourage the ability to build mass-dense projects near transportation projects; noted he wholeheartedly opposes the bill and felt Senator Scott Wiener is the enemy of the people.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to approve the letter presented by staff, as amended, adding, specifically, the environmental concerns about collocating the Metro C-Line extension with a freight liner carrying hazardous materials and the negative impacts to adjacent residents including noise and

daily vibration.

Mayor Light invited public comments.

Kyle Johnson (via Zoom) spoke in favor of the bill and opposed having the City send a letter of opposition.

City Clerk Manzano reported receiving three eComments, one in support and two opposed.

There were no other public comments on this item.

The motion carried by 3-0-2, by voice vote. Councilmembers Behrendt was recused and Kaluderovic was absent.

Councilmember Behrendt returned to the chambers.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Nehrenheim asked about the status of the plaques at Veterans Park and City Manager Witzansky confirmed staff will present a BRR on the estimated cost to replace the plaques.

Councilmember Obagi asked for a BRR on the cost of painting the Redondo Beach logo at the Riviera or in front of the pier, similar to what Manhattan Beach and Hermosa Beach have done. Additionally, he spoke about recognizing Black History Month and Mayor Light noted a proclamation is forthcoming.

Councilmember Behrendt spoke about the possibility of considering forming a Minutes Committee.

City Manager Witzansky stated it could be part of the upcoming budget discussions and spoke about the need to approach the subject, systematically and mentioned there may be solutions and recommended it be a BRR for 2025/2026. He reported the topic of FAR will be before Council in March.

Mayor Light commented on a meeting regarding the feeder road off Prospect frontage and the possibility of installing k-rails for improved safety and City Manager Witzansky noted it may be a 2025/2026 item and that a BRR was requested by Councilmember Kaluderovic.

R. RECESS TO CLOSED SESSION

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION - None

The Closed Session meeting was cancelled.

T. ADJOURNMENT – 10:08 p.m.

There being no further business to come before the City Council, motion by Councilmember Obagi, seconded by Councilmember Loewenstein , to adjourn the meeting at 10:08 p.m. to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, February 18, 2025 in the Redondo Beach City Hall Council Chambers, 415 N. Pacific Coast Hwy., Redondo Beach, California, in memory of Former Mayor Bill Brand.

The motion carried, 4-0. Councilmember Kaluderovic was absent.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Minutes
Redondo Beach City Council
Tuesday, February 18, 2025
Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim (arrived at 4:33 p.m.), Obagi (arrived at 4:34 p.m.), Mayor Light

Officials Present: Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - None

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

Analyst Villa reported there were no Blue Folder Items.

Councilmember Nehrenheim arrived at this juncture. (4:33 p.m.)

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

Analyst Villa announced receiving one eComment regarding Item No. F.6.

F. RECESS TO CLOSED SESSION – 4:35 p.m.

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

Name of Case:

Don B. Laughton v. City of Redondo Beach; Redondo Beach Unified School District, DOES 1-50

Case Number: 23TRCV00414

- 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:

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

Case Number: 20STCP03193

- 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:

In re 9300 Wilshire LLC

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

- 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:

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.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 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

PROPERTY:

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

NEGOTIATING PARTIES:

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

UNDER NEGOTIATION:

Terms

- F.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:

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

**NEGOTIATING PARTIES:
Jeff Jones, Quality Seafood, Inc.**

**UNDER NEGOTIATION:
Lease Status, Price, and Terms**

F.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**

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

**NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival**

**UNDER NEGOTIATION:
Price and Terms**

Analyst Villa read title to the items to be considered in Closed Session.

Councilmember Obagi arrived at this juncture. (4:34 p.m.)

City Manager Witzansky announced that the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich, Outside Legal Counsel Alexander Frank and Outside Leasing Consultant Brian Campbell.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and carried by voice vote, to recess to Closed Session at 4:35 p.m.

The motion carried 5-0.

G. RECONVENE TO OPEN SESSION

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

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Eleanor Manzano, City Clerk
Mike Witzansky, City Manager
Laura Diaz, Records Mgmt. Coordinator/Deputy City Clerk

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

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

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, and carried by voice vote, to adjourn to the regular meeting at 6:05 p.m.

The motion carried 5-0.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:05 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Loewenstein, Nehrenheim, Obagi, Mayor Light

Officials Present: Eleanor Manzano, CMC, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Laura Diaz, Records Mgmt. Coordinator/Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited Veterans and Active Military to stand and recognized them for their service.

India, 5th grader at Jefferson Elementary School led in the salute to the flag.

Mayor Light called for a moment of silence.

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

D.1. MAYOR'S PROCLAMATION OF FEBRUARY 2025 AS BLACK HISTORY MONTH IN REDONDO BEACH

On behalf of Council, Mayor Light presented a proclamation to Tonya McKenzie, representing L.A. County Supervisor Holly Mitchell's Office declaring February 2025 as Black History Month in Redondo Beach.

Tonya McKenzie expressed her appreciation for the recognition and recognized many of the African American influencers in Redondo Beach from educators to officers; mentioned she is honored to be a part of the Redondo Beach community.

Councilmember Nehrenheim reminded residents to vote in the upcoming elections.

Councilmember Loewenstein announced the February District 2 community meeting will be held tomorrow night on Zoom at 6:00 p.m.; announced it will be his last official District 2 community meeting.

Councilmember Kaluderovic announced a candidate forum on Thursday and reported there will be no community meeting for District 3 in February.

Councilmember Obagi reported the candidate forum on Thursday will be hosted by Dr. Goodloe and reported there will be no District 4 community meeting in February, but residents can call him with any concerns and encouraged residents to vote.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, and approved by voice vote, to approve the order of the agenda, as presented.

The motion carried 5-0.

F. AGENCY RECESS – None

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano reported Blue Folder Items for Item No. H.8, H.14, J.1, N.1 and L.1.

Motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, and

approved by voice vote, to receive and file Blue Folder Items.

The motion carried 5-0.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF FEBRUARY 18, 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: A. OCTOBER 29, 2024 ADJOURNED AND REGULAR MEETING B. NOVEMBER 5, 2024 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

**CHECKS 30113-30128 IN THE AMOUNT OF \$14,605.89, PD. 2/14/25
DIRECT DEPOSIT 290810-291433 IN THE AMOUNT OF \$2,391,687.69, PD. 2/14/25
EFT/ACH \$448,436.10, PD. 2/10/25 (PP2502)
EFT/ACH \$463,987.07, PD. 2/24/25 (PP2503)**

ACCOUNTS PAYABLE DEMANDS

**CHECKS 118041-118261 IN THE AMOUNT OF \$4,283,401.40
REPLACEMENT DEMANDS 118039-118040**

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

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

1. APPROVE A LETTER OF AMENDMENT TO THE AGREEMENT WITH CLEAN ENERGY RENEWABLE FUELS, LLC TO COMPLY WITH U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) BIOGAS REGULATORY REFORM RULE (BRRR) AMENDING REGULATIONS GOVERNING THE GENERATION OF RENEWABLE IDENTIFICATION NUMBERS (RINS) ON RENEWABLE NATURAL GAS (RNG), EXCEPT AS SPECIFICALLY AMENDED BY THIS LETTER OF AMENDMENT, ALL OTHER PROVISIONS OF THE AGREEMENT AND FIRST AMENDMENT SHALL REMAIN IN FULL

FORCE AND EFFECT

2. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE FUNDING AGREEMENT WITH 1736 FAMILY CRISIS CENTER, INC. FOR SHELTER AND COUNSELING SERVICES FOR AN ANNUAL AMOUNT NOT TO EXCEED \$12,716 AND THE TERM JULY 1, 2024 TO JUNE 30, 2025

3. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE FUNDING AGREEMENT WITH DISABILITY COMMUNITY RESOURCE CENTER, INC. FOR INDEPENDENT LIVING SERVICES FOR AN ANNUAL AMOUNT NOT TO EXCEED \$8,900 AND THE TERM JULY 12, 2024 TO JUNE 30, 2025

4. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE FUNDING AGREEMENT WITH SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER, INC., DBA HOUSING RIGHTS CENTER, FOR FAIR HOUSING PROGRAMS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$20,000 AND THE TERM JULY 1, 2024 TO JUNE 30, 2025

5. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE FUNDING AGREEMENT WITH ST. PAUL'S UNITED METHODIST CHURCH, REDONDO BEACH, INC. FOR A PROJECT NEEDS PROGRAM FOR AN ANNUAL AMOUNT NOT TO EXCEED \$11,869 AND THE TERM JULY 1, 2024 TO JUNE 30, 2025

6. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE FUNDING AGREEMENT WITH VENICE FAMILY CLINIC, INC. FOR BEHAVIORAL HEALTH SERVICES FOR AN ANNUAL AMOUNT NOT TO EXCEED \$8,900 AND THE TERM JULY 1, 2024 TO JUNE 30, 2025

7. This Item was pulled from Consent for separate consideration.

8. This Item was pulled from Consent for separate consideration.

9. APPROVE A THIRD-PARTY JOINT PAYEE CHECK DEPOSIT INDEMNITY AGREEMENT WITH BANK OF AMERICA, N.A. ALLOWING THE BANK TO DEPOSIT CHECKS THAT MAY HAVE A VARIATION OF THE PAYEE NAME AT NO COST TO THE CITY UNTIL TERMINATED

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

H.6. APPROVE AN AGREEMENT FOR TRAFFIC ENGINEERING SERVICES WITH BKF ENGINEERS TO ASSIST WITH DESIGN OF THE TRAFFIC SIGNAL COMMUNICATION AND NETWORK SYSTEM - PHASE 2 PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.7. APPROVE PLANS AND SPECIFICATIONS FOR THE SCE RIGHT OF WAY WEST OF PCH LANDSCAPE PROJECT - PHASE 1, JOB NO. 30850, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.8. APPROVE PLANS AND SPECIFICATIONS FOR THE LOCAL TRAVEL NETWORK PROJECT, JOB NO. 40470, AND A MEASURE M FUNDING AGREEMENT, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDDING**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.9. APPROVE THE PURCHASE OF ONE FORD MAVERICK XL HYBRID TRUCK FROM COLLEY AUTO CARS, INC. (COLLEY FORD) FOR USE BY THE PUBLIC WORKS DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$34,005 AND AUTHORIZE THE MAYOR TO EXECUTE ALL RELATED PROCUREMENT DOCUMENTS**

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.10. APPROVE AN AGREEMENT WITH AMERICAN TEXTILE MAINTENANCE COMPANY, DBA MEDICO PROFESSIONAL LINEN SERVICE, FOR THE SUPPLY AND MAINTENANCE OF BEDDING AND LINENS FOR THE POLICE DEPARTMENT JAIL FACILITY IN AN AMOUNT NOT TO EXCEED \$45,000 PER YEAR, FOR A FIVE-YEAR TERM BEGINNING FEBRUARY 18, 2025 THROUGH FEBRUARY 17, 2030**

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.11. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2502-005, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AUTHORIZING STAFF TO SUBMIT A LOCAL COASTAL PROGRAM GRANT APPLICATION TO THE CALIFORNIA COASTAL COMMISSION FOR PREPARATION OF A CLIMATE RESILIENCY PLAN AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATIONS, CONTRACTS, AGREEMENTS, AND AMENDMENTS NECESSARY TO IMPLEMENT THE GRANT**

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

- H.12. This Item was pulled from Consent for separate discussion.**

H.13. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2502-006, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH FIREFIGHTERS' ASSOCIATION/FIRE MANAGEMENT UNIT FROM JULY 1, 2024 THROUGH JUNE 30, 2028

CONTACT: DIANE STRICKFADEN, HUMAN RESOURCES DIRECTOR

H.14. This Item was pulled from Consent for separate discussion.

H.15. APPROVE A LICENSE AGREEMENT WITH THE SOUTH BAY BOARDRIDER'S CLUB FOR USE OF THE HISTORIC LIBRARY IN VETERANS PARK FOR A CANDIDATE FORUM TO BE HELD ON FEBRUARY 20, 2025

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.16. This Item was pulled from Consent for separate discussion.

H.17. APPROVE HISTORIC PROPERTY PRESERVATION AGREEMENTS FOR THE RESIDENTIAL STRUCTURES LOCATED AT 216 AND 218 NORTH CATALINA AVENUE WITHIN A DESIGNATED HISTORIC DISTRICT FOR THE TERM OF TEN YEARS WITH AUTOMATIC RENEWAL EVERY YEAR THEREAFTER

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

H.18. INTRODUCE BY TITLE ONLY ORDINANCE NO. 3290-25, AMENDING MUNICIPAL CODE ARTICLE 5 OF CHAPTER 24 TO TITLE 4 REGARDING SOUND AMPLIFYING EQUIPMENT AND MUNICIPAL CODE CHAPTER 2 TO TITLE 1 REGARDING INFRACTIONS, FOR INTRODUCTION AND FIRST READING

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

H.19. APPROVE A BUSINESS LICENSE TAX WAIVER APPLICATION SUBMITTED BY H2O EVENTS, LLC REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE REDONDO BEACH MUNICIPAL CODE FOR THE HOLI ON THE BEACH 2025 EVENT SCHEDULED FOR MARCH 8, 2025

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

H.20. RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN

OBJECTIVES ADOPTED BY CITY COUNCIL ON OCTOBER 8, 2024

CONTACT: MIKE WITZANSKY, CITY MANAGER

Councilmember Nehrenheim pulled Item No. H.14 for separate discussion.

Councilmember Loewenstein pulled Item No. H.12 for separate discussion.

Councilmember Behrendt pulled Items No. H.5.7, H.5.8 and H.16.

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to approve the Consent Calendar except for Items No. H.5.7, H.5.8, H.12, H.14 and H.16 which were pulled for separate discussion.

Mayor Light invited public comments.

Sheila Lamb (via Zoom), referenced Item No. H.17 and thanked the owners, architects, and City staff for advancing the preservation of the historical homes on Catalina Avenue.

There were no other public comments.

The motion carried 5-0, by voice vote.

City Clerk Manzano read titles to Resolutions No. CC-2502-005 and CC-2502-006 and Ordinance No. 3290-25.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

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

7. APPROVE AN AGREEMENT WITH MELINDA LAU FOR PREPARATION OF MINUTES FOR CITY COUNCIL AND COMMISSION MEETINGS FOR AN AMOUNT OF \$75 PER HOUR FOR THE FIRST THREE MONTHS OF THE AGREEMENT AND 7. APPROVE AN AGREEMENT WITH MELINDA LAU FOR PREPARATION OF MINUTES FOR CITY COUNCIL AND COMMISSION MEETINGS FOR AN AMOUNT OF \$75 PER HOUR FOR THE FIRST THREE MONTHS OF THE AGREEMENT AND \$85 PER HOUR THEREAFTER AND THE TERM FEBRUARY 18, 2025 TO FEBRUARY 17, 2026,

Councilmember Behrendt reported he pulled this item in light of recent discussions regarding embracing technology in preparation of meeting minutes; suggested exploring having the minutes produced with AI technology and issuing an RFP for vendors to present to Council for automated minute preparation; talked about the costs of minute services and suggested the City could find efficiencies including reducing the term of this contract for three months to get things moving.

Councilmember Obagi thanked Councilmember Behrendt for bringing up the matter and in reply to his question regarding whether an RFP is the appropriate vehicle to find vendors, City Manager Witzansky agreed a request for information or proposal would be the way to solicit different options; noted this falls under the City Clerk's duties; reported he is happy to support that effort with some administrative personnel to help research the options and seek available technology that would assist in making the process more efficient; believed it will still require some form of human monitoring and agreed there are efficiencies that could be achieved.

City Manager Manzano noted the contract is for one year; spoke about the need to get started on Granicus after the election; felt that three months is not long enough; asserted the need for two minute secretaries, at least for one year, while staff looks at other alternatives.

Discussion followed regarding the contract having a termination clause, keeping the current track in place but moving diligently to pursue an automated system and the need for a human to monitor the transcription.

Councilmember Obagi suggested deleting the sentence that indicates the contract will renew automatically after one year and noted the challenge with AI is that it does not identify who is speaking.

Councilmember Nehrenheim agreed with Councilmember Behrendt; spoke about AI technology used in other meetings and about challenges with the systems and supported the idea of a one-year term for the subject contract and requiring Council review to renew the contract, if desired.

Councilmember Loewenstein noted AI is not where the City needs it to be; added it is only as good as the people who speak; agreed with looking into it and other labor and time saving devices and suggested a term of six months because the switch to Granicus has taken too long.

City Clerk Manzano reported extension of the contract would not be automatic.

City Attorney Webb (via Zoom) stated the extension would be automatic unless the City Clerk sends a letter providing written notice of a non-renewal and noted the termination provision trumps that.

Discussion followed regarding a realistic timeline for the RFP and City Manager Witzansky suggested staff could return with a report by the beginning of June with the RFP going out prior to June. City Manager Witzansky noted that ideally, this would be part of the budget conversation.

There were no public comments on this item.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, and approved

by voice vote, to strike the one-year extension on the contract, require Council's affirmative approval of a renewal, issue an RFP or RFI within three months for AI minute transcription services and return with a report in June as part of BRRs.

The motion carried 5-0.

8. APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH COMPLETE PAPERLESS SOLUTIONS, LLC FOR ADDITIONAL LASERFICHE USER SUBSCRIPTIONS FOR AN ADDITIONAL AMOUNT OF \$16,269.86 AND THE EXISTING TERM THROUGH SEPTEMBER 30, 2026

Councilmember Behrendt announced he pulled this item as he needs to abstain.

There were no public comments on this item.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, and approved by voice vote, Item No. H.5.8.

The motion carried 4-0-1. Councilmember Behrendt, abstained.

H.12. APPROVE THE OPTION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND LGW INVESTMENTS, LLC TO ENTER INTO A NEW LONG-TERM LEASE OF THE PORT ROYAL MARINA FOLLOWING COMPLETION OF THE IDENTIFIED PROPERTY IMPROVEMENTS

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

Councilmember Loewenstein stated he pulled this item because of its size; noted it is a long-term agreement and there are many boaters in the community including live-a boards, referenced proposed improvements and asked for a report from staff.

W.E.D. Director Kapovich talked about the opportunity to invest in the Port Royal Marina and discussed needed approvals and permits, thresholds that must be met, and proposed improvements by the private sector; stated it will be a 50-year lease.

Kevin Ketchum, Port Royal Marina, LGW, spoke about their involvement with the City and their plan for a first class recreational yacht marina; noted the lease is not being approved tonight, but rather they are laying out the groundwork to find out what is needed to return with a real project to start immediately.

Councilmember Loewenstein indicated he is thrilled this is moving forward; thanked the applicant and looked forward to the improvements.

Councilmember Nehrenheim provided a history of the leasehold and expiration of the lease; discussed checks and balances; talked about learning a lot over the last

few years about live-a-boards, fees, expenses, master leases, etc.; noted this lease is just a structure to get the City to 2031 and then it kicks off for another 50 year lease.

Discussion followed regarding needed entitlements, attention to Council's and the Mayor's concerns, starting the process within a year, slip fees and the operator's reputation with the community.

There were no public comments on this item.

Motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, and approved by voice vote, Item No. H.12, as presented.

The motion carried 5-0.

H.14. ADOPT BY TITLE ONLY ORDINANCE NO. 3287-25 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING CHAPTER 6 TO TITLE 6 OF THE REDONDO BEACH MUNICIPAL CODE TO REGULATE COMMERCIAL CANNABIS BUSINESSES. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE NO. 3288-25 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2 SECTION 10-2.1626 OF THE REDONDO BEACH MUNICIPAL CODE TO ALLOW COMMERCIAL CANNABIS ACTIVITIES INLAND ZONES OF THE CITY. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE NO. 3289-25 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 5 SECTION 10-5.1626 OF THE REDONDO BEACH MUNICIPAL CODE TO ALLOW COMMERCIAL CANNABIS ACTIVITIES COASTAL ZONES OF THE CITY. FOR SECOND READING AND ADOPTION

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Councilmember Nehrenheim reported he voted against this item, last week; reported Council sent the item to the Planning Commission; spoke about minor changes for Dale Page Park and major amendments that were made during the last City Council meeting; opined it was not agendized as such and asked whether it needs to be sent back to the Planning Commission for the major changes.

Community Development Director Wiener stated the law is not clear as to what extent the item needs to go back to the Planning Commission.

Assistant City Attorney Park stated she did not believe it needs to go back to the Planning Commission; noted Council could have moved to send it back to the Planning Commission and understood Council adopted one of the recommendations of the Planning Commission. She did not believe the City violated any state law or city ordinance by not sending it back to the Planning Commission.

Councilmember Nehrenheim asserted that he would like to send it back to the Planning Commission to consider Artesia Boulevard as a whole; talked about a major portion of Artesia being excluded from the ordinance; felt the items were not dealt with according to how it was noticed and spoke in favor of sending the ordinance back to the Planning Commission.

Councilmember Obagi confirmed Artesia Boulevard between Aviation and Inglewood was excluded; reported it sent everyone on Aviation into a panic and that it is the most ill-suited space for a cannabis store because of the lack of parking, loitering, and petty crimes associated with a previous unlawful cannabis dispensary on Aviation. He asked that Council approve an amendment that there be no cannabis dispensaries on Aviation.

Motion by Councilmember Obagi to adopt by title only Ordinance No. 3287-25, 3288-25 and 3289-25 as amended, to exclude from the zoning map, any portions of Aviation where it currently would allow them.

The motion died for lack of a second.

City Manager Witzansky reported if that is Council's desire, the item will need to be reintroduced and scheduled for a public hearing; suggested scheduling for March 11th and noting the change cannot be made tonight.

City Attorney Webb (via Zoom) reported that the Charter provides that the item be reintroduced; stated it could be reintroduced tonight, if the language is clear as to where the change is being made, and it could be adopted at the next City Council meeting.

Councilmember Obagi regretted the delay; noted he should have made this decision on the spot and offered to work on the motion language.

Mayor Light invited public comments.

Jim Muller, District 5, thanked the Mayor for sharing his opinion about cannabis; spoke against allowing private cultivation processing of the plant and its products; urged the Mayor to encourage Council to make illegal the selling of cannabis cultivation tools and supplies and the private cultivation and processing.

Melissa DeChandt, District 1, urged Council to consider a delivery-only model and direct staff to investigate other cities that have a successful delivery-only model

(mentioned Thousand Oaks); spoke about SB 1186 allowing for medicinal delivery; suggested passing a tax for medicinal delivery and urged Council to listen to residents about this matter.

Mary Claire Scanlon, District 1, spoke in opposition to the cannabis ordinance; talked about youth use increasing and urged Council to consider a delivery-only model.

Courtney Caron noted a delivery-only model does not solve the problem of cannabis being on the City's beaches; reported delivery models are failing across all of California; urged Council to continue the process and asked that Council make it clear as to the reasons for changing the zoning to not allow cannabis retail in specific areas and identifying those areas; spoke about the difficulty of finding suitable properties for applicants to locate their stores; spoke about applicants with beautifully laid out store designs for their cannabis businesses and asked Council to be careful when saying where a retailer can and cannot locate his/her store. Additionally, she referenced a veto power by Councilmembers and stated she could not find anything in the City code allowing that; spoke about being clear as to what Councilmembers are allowed to do.

Nikki Vasquez spoke in opposition to cannabis storefronts in Redondo Beach and urged Council to respect the wishes of their constituents and do the right thing.

Karina Nelson, District 2, spoke in opposition to cannabis storefronts in Redondo Beach; stated that any retail store needs advertising and that will reach the youth of Redondo; talked about having a delivery-only model and urged Council to the not to have storefront cannabis retail stores in the City.

Claudia Angulo, District 1, spoke in opposition to cannabis storefronts in Redondo Beach; talked about marijuana being a gateway drug for the youth and potential contamination of the products; suggested a delivery-only model and noted Redondo Beach is family-oriented community and does not want this to change.

Tony Czuleger, District 4, spoke about his experience with leasing to a vape shop; mentioned it was shut down due to students having them at school; stated vaping products and cannabis should not be allowed to be sold in Redondo Beach; talked about needing to address the issue and opposed the sale of cannabis in the City.

Andy Porkchop, Torrance, spoke about how nice Redondo Beach Council is compared to Torrance and suggested having a shuttle service to transport people to cannabis retailers and locating stores near restaurants. He mentioned it took him longer to quit smoking than cocaine.

Joan Irvine, District 1, believed that having highly regulated dispensaries is the best way to protect the City's youth; noted she has 25 years of Child Protection Technology experience; talked about challenges in getting businesses to come to Redondo Beach and about business decisions that have already been made based

on the buffer map issued by the City.

D. Seeker, District 5, opined the Country is being destroyed from within; talked about major challenges on every front and about the number of people who die yearly from fentanyl; noted there are other ways to raise revenue in the City; addressed the need to promote healthy living and felt Council is opening a door that should not be opened.

Jimena Cabrera, District 3, spoke in opposition to retail cannabis dispensaries in Redondo Beach; discussed support of a ban on cannabis and urged Council to respect the people's wishes.

Hersh Jain (via Zoom) talked about youth cannabis use; noted that data shows that states and cities that have licensed cannabis dispensaries see decreased youth cannabis use; reported that cannabis is a gateway drug when it is in the hands of illicit drug dealers; asserted that states and cities that legalize cannabis use see a decrease in the use of fentanyl because cannabis is a healthier alternative and talked about some of the cannabis retailers who want to set up shop in Redondo Beach offer a professional atmosphere for cannabis. Additionally, he explained that only illicit cannabis is being sent through the mail.

Timothy Dodd (via Zoom) Sweet Flower, agreed with the comments on previous speakers advocating for retail cannabis stores in Redondo Beach; he felt that excluding areas on Artesia will have the unintended consequences of cannabis business predominantly removes District 4 and District 5 as a location; noted there are limited properties available in Redondo Beach; asserted the need for certainty and clarity regarding the rules and talked about wanting a viable business that is not saturated and one that is in a viable retail corridor. He opined this is a quick change, with substantive consequences and the way it is shaping up will be to the detriment of the business and of the City.

Susan Ruben (via Zoom) District 5, expressed concerns with the proposed ordinance; spoke about keeping a safe environment in a family-oriented community and opined that having retail cannabis in Redondo Beach is a bad idea.

Marsha Guillermo (via Zoom) District 1, spoke in opposition to cannabis retail stores in Redondo Beach; talked about regulations versus restrictions and the need for enforcement and urged Council to listen to the residents and not the vendors.

City Clerk Manzano reported receiving 68 eComments: 5 in support of the ordinance and 61 opposed, 0 neutral and the rest had no position.

Councilmember Obagi referenced Slide 3A; addressed previous unlawful cannabis dispensaries, enforcement actions and costs to the City; asserted it is time for a change; referenced the Blue Folder Item amending the ordinance and proposed an additional change to include that "no retailer shall be established or located on

Artesia Boulevard, west of Inglewood Avenue or on Aviation Boulevard, south of Artesia Boulevard. He added that this is creating the rule by which everyone can live by and spoke about locations in Districts 4 and 5 where cannabis is allowed.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, to adopt by title only Ordinances No. 3287-25, 3288-25 and 3289-25 as amended to add the exclusion of Aviation Boulevard, south of Artesia Boulevard from having retail cannabis stores.

City Manager Witzansky reported that Council may introduce the ordinance with the amendment but cannot adopt it.

Councilmember Kaluderovic reported that after the last meeting, Council made a significant change to the zoning map; felt Council is moving away from an objective criteria and making it more subjective; expressed hesitation to support this and stressed the City is not opening this up for applications tonight; talked about protecting kids but now knowing where they will hang out in the future and worried the City would just be chasing its tail.

Councilmember Nehrenheim referenced the big lease signed tonight and spoke about responsible implementation and responsible path; mentioned a lot of new voices spoke out tonight about cannabis; noted for years he has spoken about cannabis and expressed concerns about the comments that were made tonight.

Substitute motion by Councilmember Nehrenheim, to send this item, with the proposed amendments, to the Planning Commission for review and have them provide input and return with a report to City Council.

Discussion followed regarding changes to the buffer maps and the need for input on that from the Planning Commission because of the proposed substantive changes.

Councilmember Nehrenheim spoke about the importance of listening, learning and implementing.

Councilmember Loewenstein spoke about the Planning Commission already weighing in and was unsure their recommendations will change.

The substitute motion died for lack of a second.

Councilmember Nehrenheim suggested to Councilmember Behrendt to vote no on the motion on the floor.

The motion failed 2-3, by voice vote, with Councilmembers Behrendt, Kaluderovic and Nehrenheim, opposed.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and

approved by voice vote, to reconsider this item.

The motion carried 5-0.

Councilmember Obagi stated that if staff brings a finalist on Aviation, he will not vote for it and will try to get the Mayor to veto it and expressed concerns it will overflow into the neighborhoods.

City Attorney Webb (via Zoom) expressed concerns that it would go to Council, only on appeal; he talked about a provision about not locating a store where there has been enforcement activities in the past three or five years; suggested Council could extend that.

Councilmember Loewenstein talked about concerns that landlords would not allow cannabis retailers on their properties and the matter having to do with federal loans.

Councilmember Obagi proposed, as a compromise, to allow retailers on Artesia, but not on Aviation; presented images of a store, The Leaf, in Palm Desert.

Councilmember Kaluderovic mentioned the ordinance and the application meant to address all of the concerns regarding objectively picking out of the buffer map; talked about being able to find issues with any location and spoke against nit-picking it.

Motion by Councilmember Kaluderovic, seconded by Councilmember Loewenstein, and approved by voice vote, the buffer map, as it was presented at the last City Council meeting, with separation by zip code, the 1,000-foot buffer.

Councilmember Behrendt expressed disappointment at the idea that Artesia Boulevard will be put back into play.

Councilmember Loewenstein withdrew his second on the motion and opined that Aviation should not be excluded at this point.

The motion died for lack of a second.

Motion by Councilmember Behrendt, seconded by Councilmember Loewenstein, to approve the current cannabis ordinance, as it stands.

The motion failed 2-3 by the following roll call vote:

AYES:	Behrendt, Loewenstein
NOES:	Kaluderovic, Nehrenheim, Obagi
ABSTAIN:	None
ABSENT:	None

Councilmember Behrendt talked about reaching a compromise by addressing

Aviation at a later time but keeping the exclusion for Artesia Boulevard.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, and approved by voice vote, to reconsider this item.

The motion carried 5-0.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to send this back to the Planning Commission to get their input on excluding Aviation and Artesia Boulevard and return to Council with a recommendation.

Discussion followed regarding blocking out a smaller portion of Artesia Boulevard, excluding cannabis retailers on Artesia, west of Perkins, with the exemption of the property immediately touching Perkins.

Substitute motion by Councilmember Behrendt, seconded by Councilmember Obagi, to reintroduce the three ordinances as amended to reduce the exclusion of Artesia to everything “west of Felton Lane”.

Councilmember Nehrenheim talked about excluding areas where there have been prior instances of enforcement action against illegal cannabis activity; suggested adding a buffer of 100 feet around any location that has had a prior enforcement action against it and talked about having an objective standard to keep out of Redondo, arbitrary and capricious types of standard setting and including smoke shops.

Discussion followed regarding the need to redo the maps, bringing the matter back to see how that would affect the existing map.

Substitute, substitute motion by Councilmember Nehrenheim, to reintroduce the three ordinances as amended to reduce the exclusion of Artesia to everything “west of Felton Lane” and add a buffer of 100 feet around any location that has had a prior enforcement action against it.

The substitute, substitute motion died for lack of a second.

Councilmember Behrendt mentioned if that is the case, the matter should return to consider what the buffer needs to be.

The substitute motion carried 4-1-0 by the following roll call vote:

AYES:	Behrendt, Kaluderovic, Loewenstein, Obagi
NOES:	Nehrenheim
ABSTAIN:	None
ABSENT:	None

City Clerk Manzano read titles to Ordinances No. 3287-25, 3288-25 and 3289-25.

H.16. RECEIVE AND FILE THE CITY TREASURER'S QUARTER 2 FISCAL YEAR 2024-2025 REPORT

CONTACT: EUGENE SOLOMON, CITY TREASURER

Councilmember Behrendt talked about the City's yield, safety and liquidity and noted Redondo Beach is below other cities in terms of its yield; mentioned the City is below the benchmark yield of 4%, stated the City is getting about 3%; stated other cities are getting higher percentages and wanted to know why.

Councilmember Obagi left the chambers.

City Treasurer Solomon introduced himself and Deputy City Treasurer Nilesh Mehta; City Treasurer Solomon provided visual slides and details of the City's Investment Report and discussed benchmarks and yields; reported the City is reinvesting in money markets and other liquid funds and when there are opportunities to take duration, the City could lock in yields in excess of 4%. Additionally, he addressed steps to continue discussions on this item and encouraged Council to reach out to his department with questions.

Discussion followed regarding maturity dates and reasons for the decisions.

Motion by Councilmember Behrendt, seconded by Councilmember Loewenstein, and approved by voice vote, to receive and file the report under Item No. H.16.

The motion carried 4-0. Councilmember Obagi was absent.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

J.1 For eComments and Emails Received from the Public

Councilmember Obagi returned to the chambers.

Councilmember Kaluderovic left the chambers.

Jim Mueller expressed concerns regarding declining tax revenue to support City services; talked about changes in the North Redondo community and Artesia/Aviation businesses; referenced the Artesia Community Project; suggested scheduling events that create a sense of place such as farmers' markets, movie nights and other activities and noted that with a steady effort, the City will see growing improvements.

Elaine Sieker, District 5, talked about the leaf blower ordinance and amending it to allow battery-powered blowers; reported there has been a resurgence of gas powered leaf blowers.

Councilmember Kaluderovic returned to the chambers.

Councilmember Obagi left the chambers.

Elaine Sieker urged action to stop polluting the environment with noise and debris with motorized leaf blowers; thanked Councilmember Loewenstein for his efforts on this matter and hoped Council will consider a ban on all motorized leaf blowers; asked to submit her speech for the record.

Motion by Councilmember Behrendt, seconded by Councilmember Kaluderovic, and approved by voice vote, to receive and file Elaine Sieker's written comments.

The motion carried 4-0. Councilmember Obagi was absent.

Councilmember Obagi returned to the chambers.

Rick MacMillan provided a status update of the Artesia Community Project; talked about the various modules and ideas to revive local business; voiced concerns about the loss of major retailers in the area; reported his business is focused on a renewal of local retail through community commerce; opined people's social, civic, and economic lives suffer without interaction with the real world; listed the benefits of his community commerce concept; mentioned interest by the Galleria and the possibility of a new tech business on Artesia.

Christopher D. Boyle spoke about the need for Redondo Beach to cleanse its image; talked about problems with previous Councils; referenced a Councilmember who was barred from practicing law for two years; reported reading the indictment and felt there were lots of issues with the facts as they were plead to and accepted; talked about the Councilmember being a practicing attorney and having a protected client trust account and alleged there was \$1 million wire transferred into that account that the Councilmember claims he had no knowledge of the source, yet he certified there were no irregularities with the account. He expressed disappointment in the Councilmember and the Council at large for remaining silent on this matter.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, to receive and file Jess Money's written comments.

The motion carried 5-0.

Jess Money talked about learning that Councilmember Obagi submitted a letter notifying the City he has entered into a deferred prosecution agreement with the U.S. Attorney's office for multiple felony fraud charges involving \$500,000 he stole from a client; read from the agreement; felt that his fitness to hold office requires serious public examination; spoke about crimes of moral turpitude and urged Council to remove him or he will go to court to get it done.

Mayor Light left the chambers.

Tony Czuleger spoke about the Galleria Mall and specifically about the 350 apartment units in relation to the Galleria; hoped the deal was not done since it is the first he has heard of it and would like the City to send letters out to inform residents in the area of projects such as these; addressed repaving Grant Avenue and suggested repaving just the east and west lanes to save money since those are the only parts damaged; recommended forming a resident committee to obtain input on Fire Stations; noted a relative who is a Fire Fighter and was involved in building a new Fire Station in Santa Barbara County; suggested to look at the Manhattan Beach Fire Station.

Mayor Light returned to the chambers.

Tony Czuleger referenced Station 1 and suggested building the station behind City Hall.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, and approved by voice vote, to receive and file Tony Czuleger's written comments.

The motion carried 5-0.

Councilmember Loewenstein left the chambers.

Andy Porkchop reported the City of Torrance tried to annex El Camino Village; suggested it would be a good opportunity for Redondo Beach to expand the City, since Torrance does not have the money; talked about retail business declining and replacing it with other revenue generating activities.

Councilmember Loewenstein returned to the chambers.

Councilmember Behrendt left the chambers.

Sheila Lamb (via Zoom), District 4, talked about the U.S. Attorney's office filing charges against Councilmember Obagi for wire fraud and honest services fraud and reported the charges have been deferred for three years under an agreement; stated that although it is not a conviction, it means that the government had enough evidence to prosecute and he agreed to the conditions in order to avoid trial. She added that Councilmember Obagi agreed that the facts of the case are true and noted that the crimes are normally considered crimes of moral turpitude under legal and ethical standards.

Councilmember Behrendt returned to the chambers.

Sheila Lamb (via Zoom) felt those types of offenses indicate dishonesty, fraud, deceit, theft or intent to harm others; opined his past actions lack the integrity and accountability

expected of a City Councilmember and raises concerns about his ability to represent residents fairly and responsibly; claimed Councilmembers and the City Attorney's office has endorsed him and funded his campaign knowing the charges were made but chose to look the other way. Additionally, she called on Council to bring forth the allegations in a community forum to allow residents to voice their concerns.

Mr. W. (via Zoom) alleged the City is allowing crimes to be committed to residents and the police are refusing to arrest and prosecute perpetrators; listed crimes that are being committed by Andy Porkchop; talked about Andy Porkchop violating the law and being allowed to address Council and opined the police refuse to arrest him.

Jill Love, Oliver Love's mother, noted that Oliver is a 10 year old, 5th grader; requested permission for Oliver to address Item No. N.1 before his bed time and Mayor Light noted it was not moved forward in the agenda.

Mayor Light announced the 30 minutes allowed for public comments has ended and closed public comments.

K. EX PARTE COMMUNICATIONS

Councilmember Loewenstein reported speaking with staff regarding Item No. L.1.

Councilmember Behrendt reported speaking with staff.

Mayor Light reported speaking with staff.

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING FOR INTRODUCTION AND FIRST READING OF AN ORDINANCE ADOPTING AMENDMENTS TO TITLE 10, CHAPTERS 2 (ZONING ORDINANCE) AND 5 (COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE) OF THE REDONDO BEACH MUNICIPAL CODE AND A RESOLUTION APPROVING ASSOCIATED AMENDMENTS TO THE CITY'S COASTAL LAND USE PLAN RELATED TO THE USE OF ELECTRONIC SIGNS WITHIN THE HARBOR/PIER SPECIAL DISTRICT, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT A CLASS 11 CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE AMENDMENTS

PROCEDURES:

- 1. Open the public hearing, take testimony and deliberate;**
- 2. Close the public hearing; and**
- 3. Introduce the following ordinance and adopt the following resolution:**

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3291-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA,

AMENDING TITLE 10, CHAPTERS 2 (ZONING ORDINANCE) AND 5 (COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO ELECTRONIC MESSAGE DISPLAY SIGNS. FOR INTRODUCTION AND FIRST READING.

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2502-008, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, REQUESTING CERTIFICATION BY THE CALIFORNIA COASTAL COMMISSION OF AMENDMENTS TO THE COASTAL LAND USE PLAN IMPLEMENTATION ORDINANCE (TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE), PERTAINING TO ELECTRONIC MESSAGE DISPLAY SIGNS, CONSISTENT WITH STATE LAW, WHICH IS INTENDED TO BE CARRIED OUT IN A MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT; AND PROVIDING THAT THE AMENDMENTS TO THE CITY'S LOCAL COASTAL PROGRAM WILL TAKE EFFECT AUTOMATICALLY UPON COASTAL COMMISSION APPROVAL PURSUANT TO PUBLIC RESOURCES CODE SECTION 30514 AND TITLE 14, SECTION 13551 OF THE CALIFORNIA CODE OF REGULATIONS

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

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

The motion carried 5-0.

Community Development Director Wiener narrated a PowerPoint presentation with details of the item; discussed a Blue Folder Item with proposed text amendments to the ordinance and addressed procedures and recommended actions.

Discussion followed regarding drive-up signs, changing technology, exploring allowing drive-up signs and keeping static display signs in the Harbor.

Councilmember Obagi left the chambers.

Councilmember Behrendt mentioned there was a serious breakdown in the practice, procedures, and safeguards with respect to what was presented to Council; reported the ordinance as presented, without showing redlines, was exactly the opposite of what was approved by Council. He asked about safeguards that will be put in place to avoid that in the future.

City Manager Witzansky referenced Subsection F that was identified in the Blue Folder change; stated that the provision was copied down into the redline document that was attached, it appeared that it was the original language in the ordinance, but in reality it was one of the drafted provisions that had worked its way through suggested ordinance changes as part of the Planning Commission review.

Additionally, he asserted it was corrected in other areas in the redline, just not that particular subsection and explained procedures going forward.

Councilmember Obagi returned to the chambers.

Mayor Light invited public comments.

Andy Porkchop spoke in favor of lights and signs, especially to inform people of emergency situations.

Councilmember Behrendt left the chambers.

Candace Nafissi (via Zoom) District 3, talked about electric signs with the ability to scroll; mentioned the upcoming election and urged residents to pay attention to the District 1 race and spoke in support of Rolf Strutzenberg.

Councilmember Behrendt returned to the chambers.

Sheila Lamb (via Zoom), District 4, felt it does not make sense using electronic signs when people now use their phones for wayfinding; believes electronic signs will become archaic.

There were no other public comments on this item.

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, and approved by voice vote, to close the public hearing.

The motion carried 5-0.

Assistant City Attorney Park corrected a typographical error in the ordinance.

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, and approved by voice vote, to introduce by title only, Ordinance No. 3291-25 and Resolution No. CC-2502-008, as amended with Blue Folder Items.

The motion carried 5-0.

City Clerk Manzano read titles to Ordinance No. 3291-25 and Resolution No. CC-2502-008.

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE FISCAL YEAR 2024-25 MIDYEAR BUDGET REVIEW

RECEIVE AND FILE THE FISCAL YEAR 2024-25 MIDYEAR BUDGET REPORT AND ASSOCIATED BUDGET RESPONSE REPORTS

RECEIVE AND FILE A PRESENTATION ON THE STATUS OF THE CITY'S CAPITAL IMPROVEMENT PROJECTS

ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2502-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, MODIFYING THE BUDGET FOR FISCAL YEAR 2024-25

CONTACT: STEPHANIE MEYER, INTERIM FINANCE DIRECTOR

City Manager Witzansky introduced the item; provided a high-level summary of the report; spoke about additional pressures in specific funds; urged Council to be judicious and prudent as the City goes into the budget season and deferred to staff for a report.

Interim Finance Director Meyer narrated a PowerPoint presentation with details of the 2024-25 midyear budget report, decision packages, internal services and recommended changes.

CIP Manager Reyes narrated a PowerPoint presentation with an update of the FY 24-25 CIP program.

City Manager Witzansky responded to questions from Council.

Discussion followed regarding tracking completed projects, the possibility of including two design categories (pre-design and design), projected construction projects this year, BRRs, the need for direction tonight regarding the July fireworks celebration, pro rating parking permits without impacts on the budget, updating the resolution to reflect the pro rating, steps associated with the TOT BRR and bringing money into the City as quickly as possible.

Interim Finance Director Meyer addressed recommended actions and offered to respond to questions from Council.

Mayor Light mentioned getting broad schedules for the projects; noted the need to use clear semantics to avoid false expectations; spoke about replacing the Veterans Park plaques and making a decision on fee waivers for the Lanakila Outrigger Canoe Club as their event is coming up.

In reply to Councilmember Obagi's question regarding the Marine Avenue Hotels, City Manager Witzansky provided an update; reported staff will be evaluating figures within the next couple of days; stated the City has hired the firm to begin the audit process and staff is forecasting the TOT rate from those hotels over the course of the fiscal year that

staff had expected as part of the adopted budget.

Councilmember Obagi referenced Slide 3A and suggested adding to the CIP, without funding, to repair the ceiling above the International Boardwalk shops; reviewed specific BRRs listed in the slide, including prorating parking permit fees monthly (BRR 4); talked about the need to consider short-term rentals and Airbnbs (BRR 14) and whether to enforce on a complaint basis or through a blanket prohibition; commented on increasing the TOT at the Galleria; and asked staff to query whether the City can adjust TOT differentially in the coastal zone and the non-coastal zone, including how TOT flows into the Tidelands Fund.

City Manager Witzansky reported that the City is stepping up its enforcement efforts relative to Airbnbs and is hoping to reach all property owners; talked about the need for longer-term housing due to the recent fires and an opportunity for those properties to help needy residents.

Councilmember Obagi favored BRR 15; mentioned BRR 16 and repaving part of Grant Avenue using a phased approach; discussed the BRR for the bike lane on Palos Verdes Boulevard, noting the COG has Measure M money that the City could access.

Councilmember Loewenstein talked about the BRR regarding the TOT and increasing the TOT to fund infrastructure improvements; agreed it is something that Council needs to consider; noted the need to follow up on the Veteran plaques; discussed the median on Catalina and mentioned that it has been 7 years, and it has been funded so it needs to be done more quickly.

City Manager Witzansky commented on the evolution of the Catalina median project; talked about the need to put the designs in front of the community and let them decide; offered to follow up and return to Council with an update. In response to Councilmember Loewenstein's questions, City Manager Witzansky discussed Aviation between Artesia and Manhattan Beach Boulevard and the associated construction timeline.

Councilmember Behrendt mentioned BRR 17; talked about earmarking money for the Dale Page Park playground shade structure; discussed the BRR regarding the TOT; spoke about the possibility of different TOT rates for the coastal and non-coastal zones; felt raising TOT now may discourage hoteliers from coming to the City; suggested a 10 year moratorium on the increase for new hotels to incentivize them to come to Redondo Beach; expressed concerns that giving a fee waiver for the Lanakila Outrigger Canoe Club will present a precedent for others to request one; added that he will support them as much as possible but opposed giving them a fee waiver.

Councilmember Nehrenheim talked about moving the Veterans Park plaques forward as soon as possible using the aluminum plaques; agreed with moving through the grant process to fund bike lanes on Palos Verdes Boulevard; commented favorably about the striping; talked about working in partnership with the School District and getting a status update from the subcommittee; addressed BRR 15 and engaging hotels near the harbor

to upcharge for the Fireworks Show if Council moves forward with an on sea based show.

In terms of whether the High School is willing to host a fireworks show, Community Services Director Hause reported the school is considering whether they want to do this with the City and is worried about the damage to their fields as well as parking.

In response to Councilmember Nehrenheim's question, City Manager Witzansky did not believe that Lanakila has public safety expenses.

Discussion followed regarding fees for the Holly Festival, the amount of the proposed fee waiver for Lanakila, and the CIP replenishment fund (which is usually allocated during the year end budget process), the number of CIP projects, the need to fund important infrastructure projects, the parking structure seismic retrofit, replacement of the Basin 3 docks, the sea wall and the storm drain project.

Councilmember Nehrenheim voiced support for BRR 11 and BRR 12, and direction for BRR 15; talked about keeping the fireworks show on the water, contacting fireworks vendors as soon as possible, impacts to businesses if the show is on land; recommended contacting barge vendors and suggested the possibility of two smaller barge shows (two nights of fireworks) to spread the costs and benefits to nearby businesses.

Councilmember Kaluderovic listed CIP projects that have been completed; noted that the project she selected as a priority was the Dominguez Dog Park slope; expressed disappointment that it is only in a redesign stage; talked about her dedication as a Councilmember; mentioned she needs to have the confidence that staff is working with her and felt that her priorities have not been a priority.

City Manager Witzansky stated that it was staff's understanding that Councilmember Kaluderovic's priorities shifted from the design slope to the gun range and Franklin Park.

Councilmember Kaluderovic noted that was a fair point but reported that discussion was never had; spoke about work done at Franklin Park; noted that she has been championing the shooting range project and mentioned she does not want to be the only Councilmember that does not get anything done.

City Manager Witzansky reported staff has applied efforts on the gun range and Franklin Park and has pulled off the design of the slope but can reapply efforts if so desired.

Councilmember Kaluderovic reiterated that although the shift in priorities was inferred that conversation never took place; spoke about ensuring completion or substantial completion of her priorities going forward. She asked that the Veterans plaques be installed before Memorial Day, at least for that area; felt more discussion is needed regarding the TOT; agreed with Councilmember Behrendt regarding waiving the fees for Lanakila Outrigger Canoe Club; talked about the need for clear policy in this general

regard and expressed concern about the costs of having a fireworks show in the Harbor.

Councilmember Obagi referenced the crossing guards; reported speaking with two School Board Members who asked why they haven't received a request for reimbursement from the City; mentioned a child getting hit on Artesia Boulevard and asked to approve BRR 3 with direction to the City Manager to formally seek reimbursement or contribution for the crossing guards adjacent to RBUSD Schools and any other private school that is serviced.

City Manager Witzansky reported discussions are ongoing with the school subcommittee; asserted there has been a formal request through that process; added that he has not sent an invoice, but felt the characterization is neither fair nor appropriate.

Councilmember Loewenstein asserted, as a former School Board Member, that the school district should pick up the slack for the costs.

Councilmember Obagi spoke about the need for a letter from the City Manager to the RBUSD Board advising them the City Council has directed him to seek reimbursement or contribution for their share of costs for crossing guards.

City Manager Witzansky offered to send the letter tomorrow.

Councilmember Kaluderovic noted there have been bigger discussions in terms of many shared costs and properties and land swaps.

Discussion followed regarding continuing to have a positive dialogue with the School District, issuing the formal request, keeping land swaps separate, multiple issues to consider, having a bigger discussion about which intersections should be manned by crossing guards, developing a more objective criteria to determine which locations receive funding, public safety as a top priority and crossing guards reducing the public's anxiety more than actually providing safety.

Councilmember Loewenstein talked about support for increased safety; noted the School District decided to stay with the Charter and elections and the City picked up that tab and stated all the City is seeking is to share the costs.

Councilmember Obagi suggested approving \$25,000, send a request for reimbursement and see, come budget time, how much the School District is contributing.

Councilmember Nehrenheim pointed out that once it is given, it cannot be taken away and suggested reprioritizing.

Discussion followed regarding the amount to request versus what they should contribute, progress made by the subcommittee and the cost for the fiscal year.

RBPD Chief Hoffman reported the price varies, depending on whether the City hires a

contractor to provide crossing guard services or hires its own directly; announced the City is currently receiving \$100,000 annually from the School District for the high school SROs and noted that an analysis of crossing guards was included in the BRR as well as a list of other identified locations.

City Manager Witzansky advised Council that the City has quite a few structural pressures going into the next few budget cycles; urged Council to be careful with its spending.

In reply to Councilmember Nehrenheim's question, City Manager Witzansky provided a status update of the Emergency Coordinator position.

Mayor Light invited public comments.

Rebecca Elder, Redondo Beach Tourism (RBT), referenced a Blue Item Folder she submitted regarding BRR 14 and asked Council to consider an assessment that would allow RBT more funds to enable it to be more competitive and continue to increase occupancy. She suggested an additional 1% to 2%, which would double the budget, and talked about the need to raise awareness and being conscious of costs to consumers.

Eugene Solomon asked that, as part of the motion, Council continue discussions regarding TOT; mentioned this is a long runway and the earlier the City begins the process, the better and added that the TOT is not restricted within the Tidelands Fund and all TOT funds go into the General Fund. Additionally, he talked about blackouts; addressed a new hotel at the Legado location coming online soon; urged Council to begin and continue the process and make it part of the motion.

Andy Porkchop spoke favorably about the report; reported house prices are decreasing; addressed how the City of Torrance has police officers as crossing guards; felt it is better to hire crossing guards or grandmothers to save money and did not think the School District will pay their share.

John Nguyen (via Zoom), District 5, shared that recently he witnessed a young Adams Middle School student get hit by a car at the light of Artesia and the Greenbelt; reported in four years he has seen kids hit by cars in the area and has been requesting a crossing guard without results; urged City Council to approve the budget change of \$25,000 to allow a crossing guard at the intersection of Artesia and Greenbelt and Inglewood and Grant to help protect and keep students safer.

Jill Love (via Zoom) introduced her son Oliver who attends Washington Elementary School. Oliver spoke about walking to school every day and having to cross a busy intersection at Inglewood and Grant; talked about how having a crossing guard at that location would help residents feel safer and thanked Council for giving him a reason to stay up late during a school night.

Jill Love (via Zoom), District 4, thanked Councilmember Obagi for hearing parents' concerns and advocating for two more crossing guards this school year; expressed appreciation for her crossing guard, Brian, at Felton and Ripley; spoke about the need for another one at the intersection of Inglewood and Grant.

There were no other public comments on this item.

Councilmember Nehrenheim mentioned a prosecution agreement with the City of Hermosa Beach that has not been updated since 2012,

City Manager Witzansky reported there have been conversations about the matter and he will speak with Community Development Director Wiener to find out if there has been any more formal discussions; noted with the updates they should be open to some additional increases.

Motion by Councilmember Nehrenheim, to approve BRRs 11 and 12.

Councilmember Obagi offered a friendly amendment to receive and file the midyear budget report presentation of the status of the City CIP, approve all Decision Packages and provide direction to the City Manager to send a letter seeking reimbursement or contribution from the School District for the costs of crossing guards adjacent to their schools and including private schools.

Councilmember Nehrenheim accepted the amendment.

Amended motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to approve BRRs 11 and 12, with direction as discussed regarding BRR 15, receive and file the midyear budget report presentation of the status of the City CIP, approve all Decision Packages and provide direction to the City Manager to send a letter seeking reimbursement or contribution from the School District for the costs of crossing guards adjacent to their schools, and including private schools, get an update regarding the status of the prosecution agreement with the City of Hermosa Beach and a report on options for a fireworks show(s) on the Waterfront and promote the fireworks show to hoteliers for potential increased TOT. Additionally, to bring back a discussion regarding increasing the tourism assessment rate and consider a moratorium on the increased TOT for new hotels in early May.

Councilmember Kaluderovic disagreed with waiving the fees for Lanakila Outrigger Canoe Club.

Substitute motion by Councilmember Behrendt, to approve \$25,000 for a crossing guard on Artesia and Greenbelt as well as on Inglewood and Grant, contingent upon the School District splitting all costs by 50%, oppose BRR 12 and have further discussions regarding TOT, and ensure \$30,000 is locked in for Dale Page Park to move forward with the playground shade structure and return with a report for options relative to the fireworks show and whether area hotels are willing to partner with the City for two nights.

Discussion followed regarding reassessing the program if the School District fails to split costs 50/50 as currently, the program is unsustainable, setting a precedent by waiving fees for Lanakila Outrigger Canoe Club and the possibility of hotels in the area helping with the fireworks show.

Councilmember Obagi seconded the motion with a friendly amendment for staff to return with a report on TOT in early May.

Councilmember Behrendt accepted the friendly amendment.

Councilmember Loewenstein expressed concerns with approving this before the letter seeking reimbursement/contribution is sent to the School District and advised Council to use care; talked about other contributions made by the School District on behalf of the City.

Councilmember Behrendt suggested keeping the positions in, for now, with the understanding that they may not be permanent and return later to revisit the matter.

Discussion followed regarding taking a closer look at the crossing guard issue in June.

Substitute, substitute motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and carried by voice vote, to direct staff to return with all 16 BRRs, receive and file the midyear budget report presentation of the status of the City CIP, approve by 4/5ths vote, all Decision Packages, no on BRR 3, but provide direction to the City Manager to send a letter seeking reimbursement or contribution from the School District for the costs of crossing guards adjacent to their schools, and including private schools, move forward with BRR 11 by Memorial Day, direct staff to return with a revision to the Master Fee Schedule relative to parking permits, bring back a discussion on TOT and no on BRR 12.

The substitute, substitute motion carried 4-1. Councilmember Behrendt was opposed.

City Clerk Manzano read title to Resolution No. CC-2502-007.

O. CITY MANAGER ITEMS - None

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Kaluderovic requested a report on all facility uses and fees collected and associated with those uses for the past three years as part of strategic planning and revenue discussions; requested another report on revenues broken down by zip codes to better understand where revenue is coming from (property taxes, sales taxes, parking).

In reply to Councilmember Behrendt's question, City Manager Witzansky reported that, as long as the reports are in the context of budget, staff can provide the information.

Councilmember Kaluderovic explained this wraps into the strategic plan items for addressing business in the City.

R. RECESS TO CLOSED SESSION

The Closed Session meeting was cancelled.

S. RECONVENE TO OPEN SESSION - None

The Closed Session meeting was cancelled.

T. ADJOURNMENT – 11:33 p.m.

T.1. ADJOURN IN MEMORY OF RAY BENNING, JR. FORMER REDONDO BEACH COMMISSIONER AND LONG-TIME RESIDENT

There being no further business to come before the City Council, motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, to adjourn the meeting at 11:33 p.m. to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, March 11, 2025 in the Redondo Beach City Hall Council Chambers, 415 N. Pacific Coast Hwy., Redondo Beach, California, in memory of Ray Benning, Jr. former Redondo Beach Commissioner and long-time resident.

The motion carried, 5-0.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk



Administrative Report

H.4., File # 25-0322

Meeting Date: 4/1/2025

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

TITLE

PAYROLL DEMANDS

CHECKS 30157-30174 IN THE AMOUNT OF \$18,920.28, PD. 3/28/25

DIRECT DEPOSIT 292690-293380 IN THE AMOUNT OF \$2,360,782.60, PD. 3/28/25

EFT/ACH \$9,289.90, PD. 3/14/25 (PP2506)

ACCOUNTS PAYABLE DEMANDS

CHECKS 118694-118878 IN THE AMOUNT OF \$1,799,554.83

EFT CALPERS MEDICAL INSURANCE \$500,472.43

DIRECT DEPOSIT 100009265-100009351 IN THE AMOUNT OF \$100,769.24, PD.4/1/25

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 04012025_RECOMMENDATION_TO_APPROVE
- 04012025_VENDOR_INVOICE_LIST



Administrative Report

H.4., File # 25-0322

Meeting Date: 4/1/2025

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

TITLE

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EFT CALPERS MEDICAL INSURANCE \$500,472.43

DIRECT DEPOSIT 100009265-100009351 IN THE AMOUNT OF \$100,769.24, PD.4/1/25

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 04012025_RECOMMENDATION_TO_APPROVE
- 04012025_VENDOR_INVOICE_LIST

**RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING APRIL 1, 2025**

a. Payroll Demands

- **Checks 30157-30174, \$18,920.28, Pd.3/28/25**
- **Direct Deposit 292690-293380, \$2,360,782.60, Pd.3/28/25**
- **EFT/ACH \$9,289.90, Pd. 3/14/25 (PP2506)**

b. Accounts Payable Demands

- **Checks 118694-118878, \$1,799,554.83**
- **EFT CalPERS Medical Insurance \$500,472.43**
- **Direct Deposit 100009265-100009351, \$100,769.24, Pd. 4/1/25**

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
4 1736 FAMILY CRISIS CENTER										
09012024		03/20/2025	10319435	04012025	118694	2,464.48	03/20/2025	INV	PD	CDBG 1736 FAMILY CRISIS C
122024		03/20/2025	10319436	04012025	118694	1,586.63	03/20/2025	INV	PD	CDBG 1736 FAMILY CRISIS C
						4,051.11				
5820 ADMINISURE										
17758		03/15/2025	10319321	04012025	118695	12,200.00	03/24/2025	INV	PD	GL & WC - APRIL 2025
12753 ALESHIRE & WYNDER LLP										
93577		02/26/2025	10319301	04012025	118696	137.15	03/24/2025	INV	PD	1/25 SB-9 Legal Fees
12747 ALL CITY MANAGEMENT SERVICES INC										
99503	6578	03/05/2025	10319369	04012025	118697	6,662.70	03/20/2025	INV	PD	02/16/25 - 3/1/25 CROSSIN
11750 ALLIED UNIVERSAL SECURITY SERVICES										
161654		03/11/2025	10319496	04012025	118698	1,758.38	03/24/2025	INV	PD	USHER SERVICES FOR SDM LE
161655		03/20/2025	10319495	04012025	118698	18,515.84	03/24/2025	INV	PD	USHER SERVICES FOR HALL O
						20,274.22				
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21191029		03/07/2025	10319220	04012025	118699	289.93	03/20/2025	INV	PD	Inmate Linen
21193000		03/11/2025	10319222	04012025	118699	287.47	03/20/2025	INV	PD	Inmate Linen
21195069		03/14/2025	10319224	04012025	118699	289.93	03/20/2025	INV	PD	Inmate Linen
21196956		03/18/2025	10319242	04012025	118699	287.47	03/20/2025	INV	PD	INMATE LINEN
						1,154.80				
10003 AMSTERDAM										
7815280		03/05/2025	10319377	04012025	118700	863.45	03/24/2025	INV	PD	500 ENTICE STYLUS PEN mar
11925 ARDURRA GROUP, INC.										
162324	6388	03/06/2025	10319266	04012025	118701	7,615.25	03/20/2025	INV	PD	INSPECTION FOR MBB RESURF
14732 AT&T										
000023187568		03/18/2025	10319230	04012025	118702	431.07	03/18/2025	INV	PD	CALNET FEB MARCH25 93910
8045 AVALON ROOFING, INC.										
4292	6786	03/07/2025	10319172	04012025	118703	111,764.00	03/17/2025	INV	PD	INSTALL TILE ROOF SYSTEM
291 BAKER & TAYLOR										
2038902096		03/06/2025	10319054	04012025	118704	997.07	04/04/2025	INV	PD	BOOKS
2038911976		03/06/2025	10319053	04012025	118704	608.53	04/04/2025	INV	PD	BOOKS
2038920512		03/04/2025	10319050	04012025	118704	151.85	04/02/2025	INV	PD	BOOKS
2038928205		03/06/2025	10319052	04012025	118704	233.05	04/04/2025	INV	PD	BOOKS

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
2038929363		03/06/2025	10319051	04012025	118704	466.35	04/04/2025	INV	PD	BOOKS	
2038930243		03/10/2025	10319333	04012025	118704	140.70	04/09/2025	INV	PD	TEEN BOOKS	
H71910610		02/27/2025	10319049	04012025	118704	42.69	03/01/2025	INV	PD	AUDIOVISUAL	
H71918980		02/28/2025	10319048	04012025	118704	16.39	03/02/2025	INV	PD	AUDIOVISUAL	
10884 BANNER BANK						2,656.63					
18690-RET	6425	03/06/2025	10319018	04012025	118705	2,014.47	03/20/2025	INV	PD	MBB RESURFACING PROJECT #	
14891 BARRETT, JOSEPH											
022525		02/25/2025	10319325	04012025	118706	24,814.00	03/24/2025	INV	PD	2/25 J. Barrett Settlement	
6328 BAYSIDE MEDICAL CENTER											
00180890		03/11/2025	10319219	04012025	118707	2,405.00	03/20/2025	INV	PD	Inmate Medical Clearances	
354 BENNET-BOWEN & LIGHTHOUSE											
3035129		03/13/2025	10319257	04012025	118708	152.44	04/12/2025	INV	PD	UNIT 261-25 LIGHT BAR KIT	
384 BILL'S SOUND SYSTEMS, INC.											
45588		03/20/2025	10319443	04012025	118709	891.00	04/20/2025	INV	PD	PERRY PARK/TEEN CTR. FIRE	
11059 BLACKSTONE PUBLISHING											
2190028		03/05/2025	10319044	04012025	118710	1,467.14	04/04/2025	INV	PD	AUDIOVISUAL	
2190316		03/07/2025	10319043	04012025	118710	7.95	04/06/2025	INV	PD	AUDIOVISUAL	
3121 BLUE DIAMOND						1,475.09					
4000376		03/10/2025	10319180	04012025	118711	1,682.42	04/10/2025	INV	PD	EMULSION BUCKETS, SHEET A	
4004980		03/17/2025	10319459	04012025	118711	1,023.58	04/10/2025	INV	PD	AC 3/8 FINE, STREETS MAIN	
399 BNI BUILDING NEWS						2,706.00					
100822		03/06/2025	10318959	04012025	118712	1,727.49	03/20/2025	INV	PD	6 2024 GREENBOOK, 6 STAND	
14920 BODEGA STUDIO LLC											
02272025		02/27/2025	10319434	04012025	118713	1,000.00	03/24/2025	INV	PD	FILM DEPOSIT REFUND - BLU	
4075 CALIFA GROUP											
8043		03/11/2025	10319039	04012025	118714	5,720.37	04/10/2025	INV	PD	ELECTRONIC RESOURCES	
577 CALIFORNIA WATER SERVICE											
2754759120-031025		03/10/2025	10319343	04012025	118715	5,271.13	03/31/2025	INV	PD	1935 MB BLVD, 2000 ARTESI	
6428284669-030425		03/04/2025	10319205	04012025	118715	19,086.83	03/24/2025	INV	PD	TORRANCE/CATALINA/MB BLVD	
9779295077-030325		03/03/2025	10319342	04012025	118715	18,543.85	03/24/2025	INV	PD	TORRANCE BLVD, HARBOR DR,	

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12246 CANINE DEPLOYMENT STRATEGIES						42,901.81				
236	6558	03/20/2025	10319473	04012025	118716	2,133.32	04/19/2025	INV	PD	03/2025 POLICE K9 TRAININ
594 CANON FINANCIAL SERVICES, INC.										
39237336		03/25/2025	10319520	04012025	118717	4,360.65	03/25/2025	INV	PD	CANON COPIER
8810 CANON SOLUTIONS AMERICA, INC.										
6011051469		03/11/2025	10318995	04012025	118718	212.82	03/11/2025	INV	PD	CANON PRINTERS AND COPIER
6011051470		03/11/2025	10318997	04012025	118718	472.01	03/11/2025	INV	PD	CANON COPIER ANNEX
6011051471		03/11/2025	10318996	04012025	118718	702.89	03/11/2025	INV	PD	CANON COPIER ENG
6011051472		03/11/2025	10319057	04012025	118718	221.18	03/11/2025	INV	PD	CANON COPIER ENG
6011051473		03/11/2025	10319058	04012025	118718	375.67	03/11/2025	INV	PD	COPIER CANON PLANNING
6011051474		03/11/2025	10319055	04012025	118718	83.66	03/11/2025	INV	PD	CANON COPIER PUBLIC WORKS
6011146565		03/05/2025	10319059	04012025	118718	403.95	03/13/2025	INV	PD	CANON COPIER HR
						2,472.18				
660 CHARLES ABBOTT ASSOCIATES INC										
68541	6497	03/19/2025	10319349	04012025	118719	8,265.00	03/19/2025	INV	PD	POLYSTYRENE,SINGLE-USE PL
13000 CHARTER COMMUNICATIONS										
188420501112124		11/21/2024	10319416	04012025	118720	218.02	03/20/2025	INV	PD	CABLE INVESTIGATIONS 1884
237747601030125		03/01/2025	10319364	04012025	118720	392.68	03/20/2025	INV	PD	MONTHLY CHARGES 237747601
						610.70				
709 CITY OF TORRANCE										
TorranceFire4.10.25		03/20/2025	10319374	04012025	118721	449.36	03/24/2025	INV	PD	Torrance Fire 4.10.25
725 CLEAN ENERGY										
CE12763623		03/10/2025	10319137	04012025	118722	4,235.28	04/24/2025	INV	PD	CNG M&O FEB 2025
14427 CLIFTONLARSONALLEN LLP										
L251129016	6453	03/12/2025	10319056	04012025	118723	5,355.00	03/13/2025	INV	PD	FISCAL YEAR AUDITING SERV
10858 COATES, MICHAEL										
020725COATES		03/19/2025	10319310	04012025	118724	506.00	03/19/2025	INV	PD	PER DIEM FOR IDI SEXUAL A
11907 COBRA-ADVANTAGE ADMINISTRATORS										
181557		02/28/2025	10319319	04012025	118725	441.05	03/24/2025	INV	PD	BENEFITS - PARTICIPANT FE
4079 COMCATE, INC.										
8539		03/11/2025	10318981	04012025	118726	1,781.37	03/11/2025	INV	PD	eFM Ren eFM Renewals For

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
8889 COMMLINE, INC.											
0478348-IN		12/11/2024	10319378	04012025	118727	665.00	03/24/2025	INV	PD	RADIO REPAIRS	
10780 COMPANY NURSE, LLC											
41026		01/31/2025	10319318	04012025	118728	660.00	03/24/2025	INV	PD	TRIAGE ALEXANDRESCU, MAGD	
817 COOPERATIVE PERSONNEL SERVICES											
TR-INV005664		02/28/2025	10319323	04012025	118729	874.50	03/24/2025	INV	PD	EXECUTIVE ASSISTANT TESTI	
TR-RTN004398		02/28/2025	10319483	04012025	118729	-35.00	02/28/2025	CRM	PD	CREDIT FOR EXECUTIVE ASSI	
						839.50					
14909 CORR, MARIE											
031125		03/20/2025	10319405	04012025	118730	389.84	03/24/2025	INV	PD	REFUND FOR ELECTION NIGHT	
842 COUNTY OF LOS ANGELES											
2025RBFMA		03/24/2025	10319484	04012025	118731	840.00	03/24/2025	INV	PD	2025RBFMREG LADOF AGRIC	
8511 CROWELL & MORING, LLP.											
012500828		01/10/2025	10319297	04012025	118732	1,140.00	03/24/2025	INV	PD	12/24 9300 wilshire Inver	
012507972		02/03/2025	10319298	04012025	118732	36,404.00	03/24/2025	INV	PD	1/25 9300 wilshire Bankru	
012507974		02/03/2025	10319299	04012025	118732	1,216.00	03/24/2025	INV	PD	1/25 RB CPRA Requests Leg	
						38,760.00					
919 DANIELS TIRE SERVICE											
200531408		02/28/2025	10319168	04012025	118733	1,471.85	03/10/2025	INV	PD	UNIT 633 STOCK TIRES	
927 DATA TICKET, INC.											
176752		03/13/2025	10319357	04012025	118734	275.00	03/20/2025	INV	PD	02/2025 ADMINISTRATIVE CI	
964 DEPARTMENT OF BEACHES & HARBORS											
66010931025		01/30/2025	10318174	04012025	118735	1,265.00	02/24/2025	INV	PD	refund processed for the	
971 DEPARTMENT OF JUSTICE											
801275		03/05/2025	10319313	04012025	118736	256.00	03/24/2025	INV	PD	FINGERPRINT FEBRUARY 2025	
976 DEPARTMENT OF TRANSPORTATION											
SL250183		02/24/2025	10319174	04012025	118737	21,815.04	03/24/2025	INV	PD	SIGNALS & LIGHTING BILLIN	
12283 DEVIL MOUNTAIN WHOLESALE NURSERY											
INV468701		03/10/2025	10319209	04012025	118738	20.26	04/09/2025	INV	PD	ROSA ICEBERG PLANT	
11884 DIAMOND ENVIRONMENTAL SERVICES LP											

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
0006084835		03/10/2025	10319290	04012025	118739	715.10	03/24/2025	INV	PD	Pallet Shelter Power Pole	
10499 DISABILITY ACCESS CONSULTANTS, LLC											
25-043	6702	03/06/2025	10319125	04012025	118740	2,350.00	03/20/2025	INV	PD	COMPLIANCE WITH AMERICANS	
10664 DORI ENGINEERING, INC.											
1205SirenaRefund		03/24/2025	10319471	04012025	118741	3,000.00	03/24/2025	INV	PD	Demo Refund for 1205 S. I	
5852 DUMKE, ANNE											
HEARINGS031225		03/12/2025	10319370	04012025	118742	180.00	03/20/2025	INV	PD	ADMIN HEARINGS 3/12/25	
1050 EAGLE SPORTS & AWARDS COMPANY											
11853		03/24/2025	10319481	04012025	118743	1,907.46	03/24/2025	INV	PD	11853 AFSPG UNIFORMS EAGL	
1055 EASY READER											
ER25031327		03/13/2025	10319470	04012025	118744	385.00	03/24/2025	INV	PD	Easy Reader Used Oil Recy	
RD25-002	6519	01/09/2025	10319403	04012025	118744	810.00	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
RD25-011		02/06/2025	10319404	04012025	118744	74.25	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
RD25-015	6519	02/27/2025	10319398	04012025	118744	189.00	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
RD25-016	6519	02/27/2025	10319399	04012025	118744	198.00	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
RD25-017		02/27/2025	10319400	04012025	118744	40.50	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
RD25-018	6519	02/27/2025	10319401	04012025	118744	148.50	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
RD25-019	6519	03/06/2025	10319424	04012025	118744	252.00	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
RD25-020	6519	03/06/2025	10319425	04012025	118744	168.75	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
RD25-021	6519	03/06/2025	10319426	04012025	118744	87.75	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
RD25-022	6519	03/06/2025	10319428	04012025	118744	78.75	03/24/2025	INV	PD	LEGAL ADS PUBLISHING	
						2,432.50					
1057 EBSCO SUBSCRIPTION SERVICES											
2501711		02/13/2025	10319045	04012025	118745	662.31	03/12/2025	INV	PD	PERIODICALS	
2501965		03/13/2025	10319331	04012025	118745	78.90	04/11/2025	INV	PD	PERIODICALS	
						741.21					
13793 ED'S FENCING INC.											
4961	6833	03/13/2025	10319447	04012025	118746	7,685.00	04/12/2025	INV	PD	INSTALL SHADE COVERS AT A	
1110 ENTENMANN-ROVIN COMPANY											
0184806-IN		11/21/2024	10319373	04012025	118747	2,116.24	03/24/2025	INV	PD	FIRE PREVENTION BADGES	
9987 EXCELSIOR ELEVATOR											
36512		03/12/2025	10319182	04012025	118748	665.00	03/17/2025	INV	PD	MAIN LIBRARY FREIGHT ELEV	
1176 FEDERAL EXPRESS CORPORATION											
8-792-07608		03/07/2025	10319171	04012025	118749	9.77	03/13/2025	INV	PD	POSTAGE - DELUXE MONTEREY	

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
5752 FEHR AND PEERS										
183733	6647	03/06/2025	10319225	04012025	118750	2,969.00	03/20/2025	INV	PD	PEDESTRIAN ENHANCEMENTS O
1222 FLORES, REGINA										
RBCEA 01/17/2025		01/17/2025	10319328	04012025	118751	1,340.06	03/24/2025	INV	PD	RBCEA PSYCHOLOGY 474 HEAL
10479 FLYING LION, INC.										
2198	6524	03/10/2025	10319365	04012025	118752	1,304.99	04/09/2025	INV	PD	03/2025 DRONE RENTAL AND
10825 FRANCO AUTO UPHOLSTERY										
17280		03/11/2025	10319139	04012025	118753	200.00	04/11/2025	INV	PD	UNIT 678 REPAIR ONE BUCKE
17281		03/12/2025	10319140	04012025	118753	300.00	04/12/2025	INV	PD	UNIT 252-09 REPAIR ONE BE
17287		03/17/2025	10319254	04012025	118753	175.00	04/19/2025	INV	PD	UNIT 304 REPAIR BUCKET SE
17292		03/19/2025	10319451	04012025	118753	300.00	04/19/2025	INV	PD	UNIT 251-95 REUPHOLSTERY
						975.00				
14898 FREEDOM FOREVER										
2025-0260		03/03/2025	10319193	04012025	118754	389.37	03/24/2025	INV	PD	INCORRECT FEES PERMIT CHA
10191 FRONTIER										
02282025		02/28/2025	10319368	04012025	118755	78.61	03/24/2025	INV	PD	MONTHLY CHARGES 209-150-4
2090473640-04032025		03/18/2025	10319229	04012025	118755	116.20	03/18/2025	INV	PD	FRONTIER 2090473640080410
2091507167-03242025		03/11/2025	10318983	04012025	118755	144.55	03/11/2025	INV	PD	PH CHARGE 03242025
2130270830-03252025		03/11/2025	10318984	04012025	118755	116.20	03/11/2025	INV	PD	PH CHARGE 03252025
3103763990-03242025		03/11/2025	10318989	04012025	118755	68.02	03/11/2025	INV	PD	FRONTIER REMOTE CALL FWD
						523.58				
3202 GALE										
86967431		03/04/2025	10319041	04012025	118756	156.82	04/03/2025	INV	PD	BOOKS
86967906		03/04/2025	10319042	04012025	118756	160.10	04/03/2025	INV	PD	BOOKS
86972751		03/05/2025	10319040	04012025	118756	98.52	04/04/2025	INV	PD	BOOKS
86987727		03/07/2025	10319332	04012025	118756	86.19	04/06/2025	INV	PD	BOOKS
						501.63				
1289 GALLS INCORPORATED										
030647033		03/05/2025	10319384	04012025	118757	231.26	03/24/2025	INV	PD	FF/PM UNIFORMS - O'BRIEN
030718890		03/12/2025	10319383	04012025	118757	23.12	03/24/2025	INV	PD	FF/PM UNIFORMS
						254.38				
1300 GAS COMPANY, THE										
06964443334-3-6-25		03/06/2025	10319458	04012025	118758	8,560.61	03/26/2025	INV	PD	GRANT, ROCKEFELLER, BROAD
16503508778-0225		03/07/2025	10319136	04012025	118758	9,969.67	03/26/2025	INV	PD	CNG FUEL 2/1-3/1/25
SoCalGas4.3.25		03/20/2025	10319363	04012025	118758	15.60	03/24/2025	INV	PD	SoCalGas 2/10-3/12/25
						18,545.88				
7023 GEOSYNTEC										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
615705	6791	03/06/2025	10319068	04012025	118759	4,155.75	03/20/2025	INV	PD	ENVIRONMENTAL SUPPORT SER	
1334 GLADWELL GOVERNMENTAL SERVICES, INC.											
5802-A	6675	03/15/2025	10319421	04012025	118760	13,675.00	03/24/2025	INV	PD	PARTIAL PYMT-ELECTION CON	
5802-B		03/15/2025	10319423	04012025	118760	819.27	03/24/2025	INV	PD	PARTIAL PYMT-ELECTION CON	
						14,494.27					
3706 GOLDEN STATE WATER											
48470300004-033125		03/10/2025	10319279	04012025	118761	281.87	03/31/2025	INV	PD	INGLEWOOD PKWY SE LAWNDAL	
54719000009-032625		03/05/2025	10319456	04012025	118761	133.62	03/26/2025	INV	PD	REDONDO, ARTESIA, LAWNDAL	
						415.49					
11331 GRANICUS, LLC											
196235		03/15/2025	10319397	04012025	118762	2,385.00	03/24/2025	INV	PD	BOARDS AND COMMISSIONS: C	
14905 GREAT WESTERN RECREATION LLC											
2411078		03/06/2025	10319212	04012025	118763	166.97	04/05/2025	INV	PD	PARKS SUPPLIES/HARDWARE	
1416 HAAKER EQUIPMENT COMPANY											
W1ABJV		02/27/2025	10319163	04012025	118764	2,951.44	03/29/2025	INV	PD	UNIT 805-19 REPLACEMENT O	
8074 HARDY & HARPER INC											
51038	6486	03/19/2025	10319414	04012025	118765	250,431.85	03/20/2025	INV	PD	ANITA STREET AT PCH PROJE	
14910 HENRY, ROXANNE											
01270131HENRY		03/19/2025	10319311	04012025	118766	294.70	03/19/2025	INV	PD	MILEAGE FOR HENRY POST RE	
1475 HERMOSA SCHOOL OF DANCE AND MUSIC											
3072025		03/24/2025	10319497	04012025	118767	1,480.12	03/24/2025	INV	PD	PARTIAL REFUND - SDM LE C	
6750 HF & H CONSULTANTS, LLC											
9721953	6633	03/14/2025	10319442	04012025	118768	2,626.00	04/14/2025	INV	PD	2024 REVIEW 2ND AMENDMENT	
8433 INGRAM LIBRARY SERVICES											
86938924		03/04/2025	10319046	04012025	118769	48.40	04/03/2025	INV	PD	BOOKS	
8090 INTEGRATED MEDIA SYSTEMS											
47477		03/06/2025	10318730	04012025	118770	3,500.00	03/06/2025	INV	PD	CHAMBER BROADCAST RECORDE	
1619 INTERSTATE BATTERIES OF CALIF COAST, INC											
130113278		03/04/2025	10319142	04012025	118771	581.10	04/04/2025	INV	PD	STOCK BATTERIES	
130113350		03/11/2025	10319138	04012025	118771	1,246.31	04/11/2025	INV	PD	STOCK BATTERIES	

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						1,827.41					
11296 JOE MAR POLYGRAPH & INVESTIGATION											
25-012-RBPD		02/28/2025	10319316	04012025	118772	250.00	03/19/2025	INV	PD	POLYGRAPH BAEDEKER RECRUI	
1742 KEYSER MARSTON ASSOCIATES INC											
0039515	5219	03/24/2025	10319475	04012025	118773	1,203.75	03/24/2025	INV	PD	AFFORDABLE HOUSING CONSUL	
1749 KING HARBOR MARINE CENTER											
39323		03/07/2025	10319361	04012025	118774	782.52	03/24/2025	INV	PD	MEU BOAT MAINTENANCE	
14134 KIS											
83266	6334	03/13/2025	10319061	04012025	118775	2,387.80	03/13/2025	INV	PD	ON CALL SERVICES REMOTE P	
1718 KOA CORPORATION											
KAJC26050-28	6583	03/06/2025	10319126	04012025	118776	595.00	03/20/2025	INV	PD	TORRANCE BLVD PROJECT PO	
1807 L.N. CURTIS & SONS, INC.											
INV917739		02/19/2025	10319376	04012025	118777	15.06	03/24/2025	INV	PD	SCBA EQUIPMENT	
9936 LARRY WALKER ASSOCIATES											
00531.05-4	6637	03/19/2025	10319348	04012025	118778	5,173.50	03/19/2025	INV	PD	NPDES SERVICES	
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.											
340452A		01/09/2025	10319288	04012025	118779	11,595.00	03/24/2025	INV	PD	12/24 K. Deckers Legal Fe	
343211		02/13/2025	10319300	04012025	118779	4,495.00	03/24/2025	INV	PD	1/25 D. Glenn Legal Fees	
						16,090.00					
14899 LEONARDI, WILLIAM											
139016		03/06/2025	10318861	04012025	118780	400.00	03/06/2025	INV	PD	REFUND 139016 AV RETURN D	
7938 LEOTEK ELECTRONICS USA, LLC											
4115411226	6799	03/08/2025	10319187	04012025	118781	584.36	04/08/2025	INV	PD	PURCHASE LED LIGHT SHIELD	
14511 LOFTY GOALS											
010	6540	03/20/2025	10319360	04012025	118782	1,000.00	03/24/2025	INV	PD	03/2025 WELLNESS PROGRAM	
5225 LOS ANGELES COUNTY POLICE CHIEF'S ASSN.											
03042025		03/04/2025	10319223	04012025	118783	500.00	03/24/2025	INV	PD	2025 LACPCA ANNUAL DUES	
1938 LOS ANGELES COUNTY ASSESSOR											
25ASRE148		03/17/2025	10319258	04012025	118784	114.00	03/24/2025	INV	PD	19 maps @ \$6.00 each	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10274 MACKAY METERS, INC.										
1068938	6523	02/28/2025	10319411	04012025	118785	134.00	03/20/2025	INV	PD	02/2025 TRANSACTION FEES
1069124	6523	02/28/2025	10319412	04012025	118785	5,334.00	03/20/2025	INV	PD	02/2025 TRANSACTION FEES
						5,468.00				
14777 MADE BY MEG										
8213172		03/17/2025	10319189	04012025	118786	262.80	03/17/2025	INV	PD	MADE BY MEG SENIOR LUNCH
8213173		03/17/2025	10319190	04012025	118786	262.80	03/17/2025	INV	PD	MADY BY MEG SENIOR LUNCH
8213174		03/17/2025	10319191	04012025	118786	262.80	03/17/2025	INV	PD	MADE BY MEG FEB 20, 2025
8213175		03/17/2025	10319192	04012025	118786	262.80	03/17/2025	INV	PD	MADE BY MEG SENIOR LUNCH
						1,051.20				
14915 MAINE TOWN AND CITY CLERKS' ASSOCIATION										
0000534761		11/21/2024	10319407	04012025	118787	80.00	03/24/2025	INV	PD	ATHENIAN DIALOGUE CC COUR
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
827856		02/19/2025	10319294	04012025	118788	56.00	03/24/2025	INV	PD	1/25 D. Padilla Legal Fee
827858		02/19/2025	10319295	04012025	118788	884.85	03/24/2025	INV	PD	1/25 R. Woodson Legal Fee
827859		02/19/2025	10319296	04012025	118788	247.50	03/24/2025	INV	PD	1/25 M. Rhoads Legal Fees
						1,188.35				
2068 MATTUCCI PLUMBING										
219827		01/31/2025	10319372	04012025	118789	1,550.00	03/24/2025	INV	PD	upgraded water heater to
2100 MDE, INC.										
1121		02/24/2025	10319367	04012025	118790	3,500.00	03/20/2025	INV	PD	ADORE ANNUAL SOFTWARE MAI
11171 MEHTA MECHANICAL COMPANY, INC.										
MMC-016A	6048	03/06/2025	10319130	04012025	118791	65,550.00	03/20/2025	INV	PD	PORTOFINO WAY & YACHT CLU
4582 MELAD & ASSOCIATES										
RB25-03	6385	02/12/2025	10318171	04012025	118792	14,242.50	02/24/2025	INV	PD	Melad & Associates plan c
2117 MERRIMAC ENERGY GROUP										
2237915	6824	03/06/2025	10319154	04012025	118793	26,791.93	03/16/2025	INV	PD	8,000 GALLONS UNLEADED FU
9957 MICHAEL BAKER INTERNATIONAL, INC.										
1221022	6846	03/27/2025	10319659	04012025	118794	20,915.00	03/27/2025	INV	PD	ADMIN OF CITY'S CDBG PROG
2127 MICHAEL J ARNOLD & ASSOCIATES INC										
14975	6750	03/19/2025	10319338	04012025	118795	84.00	03/19/2025	INV	PD	CONSULTANT SVCS FOR STATE
14976	6750	03/19/2025	10319339	04012025	118795	3,500.00	03/19/2025	INV	PD	CONSULTANT SVCS FOR STATE

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
7177 MICHEL & ASSOCIATES, P.C.						3,584.00				
13322TS		01/30/2025	10319286	04012025	118796	2,022.50	03/24/2025	INV	PD	12/24 C. Blakely Legal Fee
13326TS		01/22/2025	10319304	04012025	118796	1,698.00	03/24/2025	INV	PD	12/24 P. Mack Legal Fees
13327TS		01/22/2025	10319307	04012025	118796	265.50	03/24/2025	INV	PD	12/24 D. Mendoza Connor L
13331TS/8423QB		01/22/2025	10319306	04012025	118796	5,176.24	03/24/2025	INV	PD	12/24 A. Evans Stuver Ins
13440TS		02/27/2025	10319309	04012025	118796	413.00	03/24/2025	INV	PD	1/25 J. Barrett Legal Fee
13441TS		02/27/2025	10319308	04012025	118796	13,777.50	03/24/2025	INV	PD	1/25 C. Blakely Legal Fee
4195 MICHEL, SYDNE						23,352.74				
022825		02/28/2025	10318541	04012025	118797	722.03	03/10/2025	INV	PD	2/25 Travel Reimburse Rep
2144 MIDWEST TAPE										
506822738		02/28/2025	10319037	04012025	118798	3,027.38	03/27/2025	INV	PD	DOWNLOADABLE MATERIAL
13349 MINUTEMAN PRESS REDONDO BEACH										
33823	6217	03/05/2025	10318976	04012025	118799	279.23	03/11/2025	INV	PD	Minuteman Press Printing
33839	6217	03/10/2025	10318975	04012025	118799	856.84	03/11/2025	INV	PD	Minuteman Press Printing
33840	6217	03/10/2025	10318974	04012025	118799	132.98	03/11/2025	INV	PD	Minuteman Press Printing
33882		03/19/2025	10319371	04012025	118799	456.31	03/20/2025	INV	PD	PW MAILING JOBS 100728,10
2160 MIRACLE RECREATION EQUIPMENT CO						1,725.36				
870972		01/29/2025	10319444	04012025	118800	4,843.57	03/01/2025	INV	PD	VINCENT PARK SLIDE
3566 MISSION LINEN & UNIFORM										
523462583		03/14/2025	10319467	04012025	118801	99.65	04/14/2025	INV	PD	DIAMOND GRIP GLOVES-SIZE
6080 MOFFATT & NICHOL										
00797094	3712	03/10/2025	10319134	04012025	118802	1,729.00	03/20/2025	INV	PD	Municipal&SportFishingTim
14900 MORRIS, STACY										
2025-0437		03/03/2025	10319177	04012025	118803	94.82	03/24/2025	INV	PD	REFUND OF PERMIT ISSUED I
8792 MUNICIPAL EMERGENCY SERVICES, INC.										
IN2213634		03/03/2025	10319381	04012025	118804	1,469.08	03/24/2025	INV	PD	WILDLAND UNIFORM BOOTS
14196 NAPA AUTO PARTS										
045763		03/07/2025	10319150	04012025	118805	216.69	04/07/2025	INV	PD	UNIT 606-14 BRAKE PADS, B
046562		03/19/2025	10319449	04012025	118805	170.49	04/19/2025	INV	PD	UNIT 685-15 BRAKEPADS & R
14902 NG MANAGEMENT CLUB						387.18				

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3062025		03/24/2025	10319499	04012025	118806	1,005.00	03/24/2025	INV	PD	PARTIAL REFUND - NG MANAG 4796 OCCU-MED,LTD.
0325900.3		02/28/2025	10319317	04012025	118807	3,949.56	03/24/2025	INV	PD	PHYSICAL EXAMS, 8 PT EES. 7131 OCHOA, IGNACIO
0157851 0200646		03/19/2025 03/19/2025	10319340 10319341	04012025 04012025	118808 118808	3,600.00 150.00	03/19/2025 03/19/2025	INV INV	PD PD	0157851 SAILING DETAIL BO 0200646 SAILING FEB7 BOTT
13029 ODP BUSINESS SOLUTIONS, LLC						3,750.00				
406216353001		01/08/2025	10319409	04012025	118809	128.93	03/20/2025	INV	PD	OFFICE SUPPLIES AHUMADA
410382468001		02/13/2025	10319388	04012025	118809	82.91	03/21/2025	INV	PD	DB GENERAL OFFICE SUPPLIE
410602803001		03/03/2025	10319391	04012025	118809	404.46	03/24/2025	INV	PD	chair for manager
410607981001		02/28/2025	10319393	04012025	118809	220.19	03/24/2025	INV	PD	file cabinet for manager
410607994001		03/03/2025	10319390	04012025	118809	1,169.67	03/24/2025	INV	PD	desk for manager
410607996001		02/28/2025	10319389	04012025	118809	44.01	03/24/2025	INV	PD	calendar for manager
410609123001		03/02/2025	10319386	04012025	118809	84.74	03/24/2025	INV	PD	anti fatigue mat TA
410609766001		03/03/2025	10319385	04012025	118809	6.12	03/24/2025	INV	PD	Deskpad for TA
410609774001		02/28/2025	10319382	04012025	118809	324.55	03/24/2025	INV	PD	OPD Chair for TA
410618420001		03/02/2025	10319358	04012025	118809	34.04	03/24/2025	INV	PD	stickable dry erase
410618846001		03/03/2025	10319362	04012025	118809	13.02	03/24/2025	INV	PD	tissues
411409016001		02/28/2025	10319437	04012025	118809	165.85	03/24/2025	INV	PD	OFFICE SUPPLIES
411461851001		03/03/2025	10319438	04012025	118809	36.62	03/24/2025	INV	PD	OFFICE SUPPLIES
411461855001		03/03/2025	10319440	04012025	118809	25.02	03/24/2025	INV	PD	OFFICE SUPPLIES
412259133001		02/26/2025	10318973	04012025	118809	178.36	03/11/2025	INV	PD	OFFICE SUPPLIES PAPER CAS
412348269001		02/26/2025	10319178	04012025	118809	247.56	03/28/2025	INV	PD	CLIPBOARDS FOR PARKS, NOT
412353476001		03/06/2025	10319303	04012025	118809	133.05	03/13/2025	INV	PD	POST IT FLAGS, GLUE, PENS
412353795001		03/06/2025	10319305	04012025	118809	44.01	03/13/2025	INV	PD	WALL CALENDAR
412439223001		03/03/2025	10319289	04012025	118809	163.49	03/24/2025	INV	PD	3/25 Office Supplies
412451247001		03/10/2025	10319345	04012025	118809	377.33	03/20/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
412953602001		03/07/2025	10319350	04012025	118809	61.86	03/20/2025	INV	PD	OFFICE SUPPLIES
412953605001		03/10/2025	10319351	04012025	118809	8.15	03/20/2025	INV	PD	OFFICE SUPPLIES
413595388001		02/27/2025	10319395	04012025	118809	420.58	04/04/2025	INV	PD	DB GENERAL OFFICE SUPPLIE
414344630001		02/27/2025	10319394	04012025	118809	100.29	04/04/2025	INV	PD	DB GENERAL OFFICE SUPPLIE
414345177001		02/26/2025	10319392	04012025	118809	8.97	03/28/2025	INV	PD	DB GENERAL OFFICE SUPPLIE
414407010001		02/27/2025	10319198	04012025	118809	20.13	03/20/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
414407056001		02/27/2025	10319201	04012025	118809	52.66	03/20/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
414407058001		02/28/2025	10319200	04012025	118809	26.49	03/20/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
414407059001		02/27/2025	10319199	04012025	118809	26.05	03/20/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
414970774001		03/07/2025	10319430	04012025	118809	207.90	03/24/2025	INV	PD	ELECTION OFFICE SUPPLIES
416921522-001		03/19/2025	10319346	04012025	118809	-21.44	03/19/2025	CRM	PD	ORIGINAL INV#412451247001
14675 OOMA INC						4,795.57				
117473		03/12/2025	10319208	04012025	118810	65.70	03/18/2025	INV	PD	OOMA AIRDIAL MARCH 2025
9648 PACIFIC ARCHITECTURE AND ENGINEERING										
10082-30	5911	03/06/2025	10319016	04012025	118811	11,095.27	03/20/2025	INV	PD	TRANSIT CENTER 5TH AMENDM

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	
2408 PV VILLAGE PET HOSPITAL											
698018108		03/13/2025	10319356	04012025	118812	54.50	03/13/2025	INV	PD	INJURED CAT 3/13/25	
12759 PARKMOBILE LLC											
INV42392		02/28/2025	10319354	04012025	118813	1,786.25	03/20/2025	INV	PD	02/2025 TRANSACTION FEES	
13008 PAYBYPHONE TECHNOLOGIES INC.											
INVPBP-HQ-14497		02/28/2025	10319353	04012025	118814	635.90	03/20/2025	INV	PD	02/2025 TRANSACTION FEES	
INVPBP-HQ-14498		02/28/2025	10319352	04012025	118814	225.00	03/20/2025	INV	PD	02/2025 TRANSACTION FEES	
						860.90					
12324 PRODOCUMENTSOLUTIONS, INC.											
63478	6805	02/24/2025	10319429	04012025	118815	5,907.62	03/24/2025	INV	PD	ELECTION PRINTING SERVICE	
4511 PROFORCE LAW ENFORCEMENT											
567701		02/11/2025	10319406	04012025	118816	704.29	03/24/2025	INV	PD	BALLISTIC SHIELD SWAT	
2548 PRUDENTIAL OVERALL SUPPLY											
43012212		03/11/2025	10319260	04012025	118817	29.45	03/24/2025	INV	PD	MATS/ACCT 20419235 FD #3	
43013919		03/18/2025	10319262	04012025	118817	27.50	03/24/2025	INV	PD	3/25 FS1/DEL #20419018 SH	
						56.95					
10446 PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.											
900231		12/20/2024	10319337	04012025	118818	2,310.00	03/19/2025	INV	PD	PSYCH 4 police recruits a	
900449		03/04/2025	10319315	04012025	118818	1,386.00	03/19/2025	INV	PD	PRE EMPLOYMENT ANDERSON M	
900493		03/05/2025	10319314	04012025	118818	808.00	03/19/2025	INV	PD	POST TRAUMA COUNSELING RB	
						4,504.00					
9753 REGENTS OF THE UNIVERSITY OF CALIFORNIA											
IN00272458		02/28/2025	10319347	04012025	118819	434.53	03/24/2025	INV	PD	2/25 CA Govt Tort Liabili	
9637 REGIONAL TAP CENTER											
6024588	6827	01/31/2025	10319375	04012025	118820	5,687.64	03/24/2025	INV	PD	TVM MAIN & REV SERVICING	
6024656		02/28/2025	10319379	04012025	118820	636.00	03/24/2025	INV	PD	TAP Feb 2025 for customer	
						6,323.64					
14836 REIDY, BRIAN											
RefundBR		02/20/2025	10319232	04012025	118821	350.00	03/20/2025	INV	PD	refund for meter purchase	
14822 RESCUE ADVANCEMENT INC											
2501001	6766	01/15/2025	10319567	04012025	118822	7,500.00	03/24/2025	INV	PD	FEES FOR CE & QI SERVICES	
5659 REYNOSO, ANDREW											

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	
ARWINT25		03/19/2025	10319320	04012025	118823	15,227.80	03/19/2025	INV	PD	WINTER2025 ARWINT25 TENNI	
2685 RICHARDS, WATSON & GERSHON											
251299		01/15/2025	10319293	04012025	118824	118.00	03/24/2025	INV	PD	12/24 9300 Wilshire Legal	
251673		02/12/2025	10319292	04012025	118824	118.00	03/24/2025	INV	PD	1/25 New Commune DTLA LLC	
						236.00					
13178 RINGCENTRAL, INC.											
CD_001025504		03/13/2025	10319066	04012025	118825	11.66	03/13/2025	INV	PD	1068980032 RING CENTRAL	
12010 ROADLINE PRODUCTS INC, USA											
21017		02/10/2025	10319179	04012025	118826	2,237.63	03/12/2025	INV	PD	20W SOLAR INTELLIGENT CON	
14102 ROBERT HALF											
64710563	6812	03/04/2025	10319441	04012025	118827	2,084.40	03/24/2025	INV	PD	TEMPORARY STAFFING SERVIC	
64748779	6284	03/13/2025	10319170	04012025	118827	3,166.80	03/13/2025	INV	PD	TEMPORARY STAFFING FOR FI	
64750856	6391	03/13/2025	10319247	04012025	118827	889.20	03/24/2025	INV	PD	ROBERT HALF INC Contracto	
64750926	6391	03/13/2025	10319217	04012025	118827	2,178.19	03/24/2025	INV	PD	ROBERT HALF INC Contracto	
64774574	6284	03/20/2025	10319476	04012025	118827	2,454.27	03/20/2025	INV	PD	TEMPORARY STAFFING FOR FI	
64776595	6391	03/20/2025	10319479	04012025	118827	1,185.60	03/24/2025	INV	PD	ROBERT HALF INC Contracto	
64776677	6391	03/20/2025	10319480	04012025	118827	2,237.06	03/24/2025	INV	PD	ROBERT HALF INC Contracto	
						14,195.52					
14917 ROMERO, ELIZABETH											
206512-2025		03/17/2025	10319215	04012025	118828	103.00	03/27/2025	INV	PD	BL #333098 DUPLICATE PAYM	
4755 ROSS, RICHARD											
TEAMSTERS 02/26/2025		02/26/2025	10319326	04012025	118829	325.00	03/24/2025	INV	PD	TEAMSTERS - MGX 931, MANA	
13562 SADEGHI, SINA											
010625SADEGHI		03/19/2025	10319312	04012025	118830	113.61	03/19/2025	INV	PD	MILEAGE REIMBURSEMENT FAR	
2783 SAFETY-KLEEN CORPORATION											
96371487		02/06/2025	10319153	04012025	118831	157.00	03/08/2025	INV	PD	PICK UP USED OIL	
96599147		03/07/2025	10319460	04012025	118831	1,037.98	04/06/2025	INV	PD	PICK UP USED OIL FILTERS/	
						1,194.98					
10619 SANORBIX, LLC											
31960		02/21/2025	10319324	04012025	118832	4,939.00	03/24/2025	INV	PD	ACA REPORTING, SOFTWARE,	
10775 SCHWALM GENERATION, INC.											
14785	6344	03/12/2025	10319160	04012025	118833	411.00	04/11/2025	INV	PD	STANDBY GENERATOR UNIT 18	
14786	6344	03/12/2025	10319156	04012025	118833	968.00	04/11/2025	INV	PD	STANDBY GENERATOR UNIT 10	
14787	6344	03/12/2025	10319162	04012025	118833	797.00	04/11/2025	INV	PD	STANDBY GENERATOR UNIT 21	

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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
14788	6344	03/12/2025	10319158	04012025	118833	706.00	04/11/2025	INV	PD	STANDBY GENERATOR UNIT 13	
14789	6344	03/12/2025	10319159	04012025	118833	372.00	04/11/2025	INV	PD	STANDBY GENERATOR UNIT 17	
14790	6344	03/12/2025	10319161	04012025	118833	348.00	04/11/2025	INV	PD	STANDBY GENERATOR UNIT 19	
						3,602.00					
8595 SCOTT ROBINSON CHRYSLER, DODGE, JEEP, RAM											
506217		01/10/2025	10319143	04012025	118834	825.00	02/10/2025	INV	PD	UNIT 669 ENGINE DIAGNOSTI	
4861 SECTRAN SECURITY, INC.											
25031581		03/14/2025	10319183	04012025	118835	592.20	03/14/2025	INV	PD	415 DIAMOND ST - MAR 2025	
11774 SHAFER, MARIA											
2025-018	RBCC	03/09/2025	10319417	04012025	118836	1,530.00	03/24/2025	INV	PD	MEETING MINUTES FOR CC -	
2025-019	RBPC	03/17/2025	10319418	04012025	118836	1,275.00	03/24/2025	INV	PD	MEETING MINUTES FOR PLANN	
						2,805.00					
14214 SIERRA CONSTRUCTION AND EXCAVATION INC											
2000-8073	6310	03/06/2025	10319268	04012025	118837	117,455.61	03/20/2025	INV	PD	DOMINGUEZ PARK PLAYGROUND	
10629 SITEONE LANDSCAPE SUPPLY											
150883460-001		03/18/2025	10319445	04012025	118838	404.76	04/17/2025	INV	PD	PROSPECT AVE. IRRIGATION	
11210 SOUTH BAY FLEET SPECIALIST											
21762		03/06/2025	10319155	04012025	118839	2,101.75	04/07/2025	INV	PD	UNIT 668 FRONT BUMPER REP	
2990 SOUTH BAY FORD											
531010		03/10/2025	10319149	04012025	118840	189.63	04/10/2025	INV	PD	UNIT 606-14 FUEL FILL PIP	
531092		03/11/2025	10319148	04012025	118840	82.73	04/11/2025	INV	PD	UNIT 304 AXLE GASKET	
531357		03/12/2025	10319146	04012025	118840	323.36	04/12/2025	INV	PD	UNIT 403-22 REAR SHOCKS	
531391		03/12/2025	10319145	04012025	118840	683.55	04/12/2025	INV	PD	UNIT 304-18 FRONT & REAR	
531566		03/17/2025	10319255	04012025	118840	209.78	04/17/2025	INV	PD	UNIT 304 TRANS LINES	
532281		03/18/2025	10319256	04012025	118840	207.27	04/18/2025	INV	PD	UNIT 304 BRAKE KIT PADS	
532282		03/19/2025	10319452	04012025	118840	183.74	04/19/2025	INV	PD	UNIT 304-18 HOSES	
						1,880.06					
3010 SOUTHERN CALIFORNIA EDISON											
574556	6825	03/06/2025	10319128	04012025	118841	9,195.49	03/20/2025	INV	PD	RELOCATE STREET LIGHT POL	
3016 SOUTHERN CALIFORNIA EDISON											
600001012446031025		03/10/2025	10319197	04012025	118842	39,568.30	03/31/2025	INV	PD	AVE I, N HARBOR DR., GRAN	
700062391656030425		03/04/2025	10319195	04012025	118842	1,489.33	03/24/2025	INV	PD	BERYL/HAR/PORTOFINO,BASIN	
700062474209-031125		03/11/2025	10319344	04012025	118842	3,654.72	03/31/2025	INV	PD	STEINHART, MORGAN, BLOSSO	
700634979323030525		03/05/2025	10319194	04012025	118842	1,708.27	03/25/2025	INV	PD	CAMINO REAL, AVE H, ARTES	
						46,420.62					
10631 SOUTHERN CALIFORNIA EDISON											

CITY OF REDONDO BEACH



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7701256474		03/17/2025	10319186	04012025	118843	5,253.02	03/17/2025	INV	PD	SCE FOR PARKS & PUBLIC RE
	3045									SPECIALTY DOORS
558195		03/14/2025	10319284	04012025	118844	806.22	04/13/2025	INV	PD	MAIN LIBRARY PARKING AREA
	3057									SPRENGEL, STEVE
PMU 02/25/2025		02/25/2025	10319327	04012025	118845	2,000.00	03/24/2025	INV	PD	PMU EFFECTIVE LEADERSHIP
	13591									STELLEN DESIGN LLC
2956		03/12/2025	10319207	04012025	118846	1,000.12	03/18/2025	INV	PD	RB DIGITAL KIOSK DESIGN M
	3125									SUN BADGE CO.
423272		02/25/2025	10319380	04012025	118847	2,067.16	03/24/2025	INV	PD	SUPPRESSION BADGES
	10365									T-MOBILE
205379417-03132025		03/13/2025	10319267	04012025	118848	42.61	03/24/2025	INV	PD	FIRE DEPT MDCS
267037237-98089		03/13/2025	10319064	04012025	118848	980.89	03/13/2025	INV	PD	267037237-RBCS PHONE
	8435					1,023.50				T-MOBILE USA
9598178601		03/12/2025	10319396	04012025	118849	165.00	03/12/2025	INV	PD	SIU NO 25 SIU 006 GPS LOC
	14889									TEHRANI, OMID
139013		03/05/2025	10318667	04012025	118850	285.00	03/05/2025	INV	PD	REFUND 139013 WP CANCELRE
	10837									THE FELDHAKA LAW FIRM
56866		03/03/2025	10319302	04012025	118851	835.00	03/24/2025	INV	PD	2/25 ICRMA Legal Fees
	14884									THE LIN FAMILY TRUST
516NPaulinaRefund		03/24/2025	10319472	04012025	118852	3,000.00	03/24/2025	INV	PD	Demo Refund for 516 N. Pa
	9019									THOMSON REUTERS - WEST
6166004395		03/07/2025	10319269	04012025	118853	18.56	03/24/2025	INV	PD	3/25 CA Style Manual, 4th
	71									TIME WARNER CABLE
187587201030125		03/01/2025	10318985	04012025	118854	5,711.07	03/11/2025	INV	PD	DARK FIBER 18758720103012
188418401030125		03/11/2025	10318986	04012025	118854	420.00	03/11/2025	INV	PD	DARK FIBER 18841840103012
188420401030125		03/01/2025	10318987	04012025	118854	420.00	03/11/2025	INV	PD	188420401030125 DARK FIBE
188500801030125		03/11/2025	10318988	04012025	118854	258.53	03/11/2025	INV	PD	188500801030125 COUNTY OF
	11361					6,809.60				TIREHUB, LLC

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
48428244		03/19/2025	10319454	04012025	118855	1,222.28	06/10/2025	INV	PD	POLICE TIRES STOCK
3216 TODDCO SWEEPING CO										
39698		03/01/2025	10319047	04012025	118856	475.00	03/02/2025	INV	PD	PARKING STRUCTURE MAINTEN
12915 TORO ENTERPRISES INC										
18690	6427	03/06/2025	10319017	04012025	118857	38,275.00	03/20/2025	INV	PD	MBB RESURFACING PROJECT #
3225 TORRANCE AUTO PARTS										
2280-30125	6826	03/01/2025	10319251	04012025	118858	8,399.57	04/01/2025	INV	PD	FEB '25 AUTO PARTS PURCHA
7361 TRANSPORTATION CONCEPTS										
516-02-2025	6575	03/11/2025	10319366	04012025	118859	296,689.07	03/24/2025	INV	PD	Feb 2025 TC 102 109 WAVE
6100 DAVID TURCH & ASSOCIATES										
031920025	6752	03/19/2025	10319336	04012025	118860	4,166.66	03/19/2025	INV	PD	CONSULTANT SVCS FOR FEDER
3261 TURF STAR INC										
INV074601		03/11/2025	10319151	04012025	118861	59.03	04/10/2025	INV	PD	UNIT 296 WHEEL GREASE CAP
INV074949		03/12/2025	10319152	04012025	118861	17.58	04/11/2025	INV	PD	UNIT 296 DECK PINS
6191 TURNOUT MAINTENANCE COMPANY										
29511		03/14/2025	10319387	04012025	118862	2,168.94	03/24/2025	INV	PD	PPE MAINTENANCE
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
008802242025		02/24/2025	10318963	04012025	118863	199.24	03/24/2025	INV	PD	CAL CARD FEB 2025 - SAXWE
02242025-5732		02/24/2025	10318948	04012025	118863	690.54	03/17/2025	INV	PD	Lorena - ICC
02242025-6645		02/24/2025	10318949	04012025	118863	610.00	03/17/2025	INV	PD	Steve Shiang - ICC
02242025-6846		02/24/2025	10318950	04012025	118863	13.20	03/17/2025	INV	PD	CAL CARD - MARC
027002242025		02/24/2025	10319091	04012025	118863	53.48	03/17/2025	INV	PD	PORTOLESE CALCARD 02/24/2
030302242025		03/10/2025	10318970	04012025	118863	658.45	03/10/2025	INV	PD	CLAUDIA HUIZAR 2/25 CAL C
030402242025		02/24/2025	10318947	04012025	118863	3,440.17	03/24/2025	INV	PD	CAL CARD FEB 2025 - JUSTI
0373022425		03/04/2025	10318561	04012025	118863	302.13	03/04/2025	INV	PD	VICTORIA CHANG CALCARD FE
0404 02-24-25		02/24/2025	10319334	04012025	118863	75.61	03/18/2025	INV	PD	C. NAVARRO FEB CAL CARD 2
046202242025		02/24/2025	10319093	04012025	118863	279.79	03/17/2025	INV	PD	ANDERSON CALCARD 02/24/20
064302242025		02/24/2025	10319099	04012025	118863	488.09	03/17/2025	INV	PD	HARRISON CALCARD 02/24/20
067302242025		02/24/2025	10319115	04012025	118863	1,518.62	03/17/2025	INV	PD	HAVRILCHAK CALCARD 02/24/
082602242025		02/24/2025	10318953	04012025	118863	3,980.27	03/24/2025	INV	PD	CAL CARD FEB 2025 - DAVID
101702242025		02/24/2025	10319004	04012025	118863	4,193.62	03/24/2025	INV	PD	CAL CARD FEB 2025 - AIRRO
110302242025		02/24/2025	10319113	04012025	118863	248.15	03/17/2025	INV	PD	WESTPHAL CALCARD 02/24/20
111102242025		02/24/2025	10319110	04012025	118863	322.21	03/17/2025	INV	PD	HOLLEY CALCARD 02/24/2025
115202242025		02/24/2025	10319105	04012025	118863	82.44	03/17/2025	INV	PD	SADEGHI CALCARD 02/24/202
1326-022425		02/24/2025	10318573	04012025	118863	100.00	03/06/2025	INV	PD	LAUREN SABLAN CAL CARD 02
1342-022425		02/24/2025	10318495	04012025	118863	140.98	03/06/2025	INV	PD	ANDREW WINJE CAL CARD 02-
140202242025		02/24/2025	10319104	04012025	118863	928.24	03/17/2025	INV	PD	STEVENS CALCARD 02/24/202
1599-02242025		02/24/2025	10319081	04012025	118863	993.40	03/17/2025	INV	PD	J REYES CC 2/25

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995464-02-24-25		02/24/2025	10318552	04012025	118863	326.41	04/01/2025	INV	PD	CAL CARD 02-25
996402242025		02/24/2025	10319005	04012025	118863	394.18	03/24/2025	INV	PD	CAL CARD FEB 2025 - RICHA
3283 ULINE						170,965.52				
187728382		01/10/2025	10319181	04012025	118864	1,355.39	02/10/2025	INV	PD	LOCKERS & 2-WAY RADIO FOR
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.										
114-13810063		02/29/2024	10319285	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13827329		03/29/2024	10319283	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13844178		04/26/2024	10319282	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13861304		05/24/2024	10319281	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13878644		06/21/2024	10319280	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13895678		07/19/2024	10319278	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13913155		08/16/2024	10319277	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13931034		09/13/2024	10319276	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13948351		10/11/2024	10319275	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13966347		11/08/2024	10319274	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13982271		12/06/2024	10319273	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-13996713		01/07/2025	10319272	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-14009601		01/31/2025	10319271	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
114-14023206		02/28/2025	10319270	04012025	118865	1,184.53	03/24/2025	INV	PD	RB Homeless Port-a-Potty
13579 VEOLIA WTS SERVICES USA, INC.						16,583.42				
903147736	100955147	03/14/2025	10319265	04012025	118866	182.41	03/24/2025	INV	PD	EXCHANGE DI MIX BED
903147737	100955148	03/14/2025	10319264	04012025	118866	361.00	03/24/2025	INV	PD	EXCHANGE DI MIX BED
8088 VERIZON BUSINESS SERVICES						543.41				
73235527		03/06/2025	10318707	04012025	118867	3,198.84	03/06/2025	INV	PD	CALNET3 SV646027
21274525		03/11/2025	10318991	04012025	118867	42.45	03/11/2025	INV	PD	6107453106 VERIZON
3621 VERIZON WIRELESS						3,241.29				
6106933060		03/13/2025	10319083	04012025	118868	3,315.59	03/13/2025	INV	PD	MDC MODEMS 442003601-0000
6107375548		03/01/2025	10319359	04012025	118868	377.81	03/24/2025	INV	PD	MONTHLY CHARGES 370526445
6107453106		03/11/2025	10318990	04012025	118868	310.99	03/11/2025	INV	PD	IT PHONELINES 2025 610745
6107453171		03/01/2025	10319250	04012025	118868	528.57	03/24/2025	INV	PD	PW EMERGENCY CELLS AND IP
14811 VESTIS UNIFORM AND WORK PLACE						4,532.96				
5860413220	6754	03/05/2025	10319244	04012025	118870	134.57	04/10/2025	INV	PD	3/5 PIER UNIFORMS
5860413221	6754	03/05/2025	10319235	04012025	118870	171.98	04/10/2025	INV	PD	3/5 PARKS UNIFORMS
5860413222	6754	03/05/2025	10319463	04012025	118869	390.60	04/05/2025	INV	PD	3/5 PW YARD UNIFORMS
5860415841	6754	03/12/2025	10319237	04012025	118870	136.95	04/10/2025	INV	PD	3/12 PIER UNIFORMS
5860415842	6754	03/12/2025	10319236	04012025	118870	171.98	04/10/2025	INV	PD	3/12 PARKS UNIFORMS
5860415843	6754	03/12/2025	10319465	04012025	118869	390.60	04/12/2025	INV	PD	3/12 PW YARD UNIFORMS
5860418544	6754	03/19/2025	10319462	04012025	118869	129.81	04/19/2025	INV	PD	3/19 PIER UNIFORMS

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
5860418549	6754	03/19/2025	10319461	04012025	118869	171.98	04/19/2025	INV	PD	3/19 PARKS UNIFORMS
5860418559	6754	03/19/2025	10319466	04012025	118869	383.48	04/19/2025	INV	PD	3/19 PW YARD UNIFORMS
14030 VINCENT, AMY						2,081.95				
142250		03/19/2025	10319322	04012025	118871	200.00	03/19/2025	INV	PD	REFUND 142250 WP RETURN D
12916 WALLACE & ASSOCIATES CONSULTING, LLC										
30808	6002	03/06/2025	10319015	04012025	118872	35,876.00	03/20/2025	INV	PD	WALLACE & ASSOC ALTA VIST
3408 WAXIE SANITARY SUPPLY										
83008403		01/30/2025	10319216	04012025	118873	2,334.67	03/01/2025	INV	PD	RBPAC JANITORIAL SUPPLIES
83018624		02/05/2025	10319218	04012025	118873	141.04	03/07/2025	INV	PD	RBPAC JANITORIAL SUPPLIES
83065014		02/26/2025	10319214	04012025	118873	65.03	03/28/2025	INV	PD	FACILITIES JANITORIAL SUP
83071641		02/28/2025	10319231	04012025	118873	68.59	03/30/2025	INV	PD	FACILITIES JANITORIAL SUP
83074537		03/03/2025	10319227	04012025	118873	124.42	04/02/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83083952		03/06/2025	10319446	04012025	118873	102.89	04/05/2025	INV	PD	JANITORIAL SUPPLIES-FACIL
83084317		03/06/2025	10319228	04012025	118873	493.63	04/05/2025	INV	PD	FACILITIES JANITORIAL SUP
83096805		03/12/2025	10319213	04012025	118873	2,547.81	04/12/2025	INV	PD	PIER JANITORIAL SUPPLIES
3421 WEST COAST ARBORISTS INC						5,878.08				
225854	6625	02/15/2025	10319175	04012025	118874	330.00	03/17/2025	INV	PD	SERVICE REQUEST PRUNING 2
14679 WESTFLEX INC										
5004605		03/05/2025	10319206	04012025	118875	446.93	04/04/2025	INV	PD	NITRILE GLOVES
6402 WITZANSKY, MIKE										
LCC CM MTG 2025		03/19/2025	10319335	04012025	118876	137.60	03/19/2025	INV	PD	MWITZANSKY LCC CM MTG 202
13146 YUNEX LLC										
5610004754	6560	03/19/2025	10319468	04012025	118877	2,998.99	04/18/2025	INV	PD	TRAFFIC SIGNAL RESPONSE C
5610004763	6560	03/19/2025	10319469	04012025	118877	6,508.70	04/18/2025	INV	PD	TS INGLEWOOD/190TH POLE K
3513 ZUMAR INDUSTRIES, INC.						9,507.69				
10316		03/07/2025	10319173	04012025	118878	791.01	04/07/2025	INV	PD	NO TRUCK ROUTE SIGNS - ST
484 INVOICES						1,799,554.83				

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



Administrative Report

H.5., File # 25-0123

Meeting Date: 4/1/2025

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

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE THE PURCHASE OF A FORD MAVERICK XL HYBRID TRUCK FROM COLLEY AUTO CARS, INC. FOR USE BY THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$34,663 AND AUTHORIZE THE MAYOR TO EXECUTE ALL RELATED PROCUREMENT DOCUMENTS
2. APPROVE AN AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC TO PREPARE THE ENVIRONMENTAL REVIEW FOR THE COYOTE MANAGEMENT PLAN IN AN AMOUNT NOT TO EXCEED \$9,530 FOR THE TERM APRIL 1, 2025 TO OCTOBER 1, 2025
3. APPROVE AN AGREEMENT WITH HUNTINGTON BEACH MOTORSPORTS, INC. DBA HUNTINGTON BEACH HONDA FOR MAINTENANCE AND REPAIR OF THE POLICE DEPARTMENT TRAFFIC UNIT MOTORCYCLE FLEET IN AN AMOUNT NOT TO EXCEED \$34,999 FOR THE TERM APRIL 1, 2025 TO MARCH 31, 2026 WITH TWO AUTOMATIC ONE-YEAR RENEWALS
4. APPROVE AN AGREEMENT WITH SABLE COMPUTER, INC., DBA KIS COMPUTER CENTER, FOR IT PROJECT SERVICES IN AN AMOUNT NOT TO EXCEED \$34,400 FOR THE TERM APRIL 1, 2025 TO MARCH 31, 2026
5. APPROVE AN AGREEMENT WITH LEADING RESOURCES, INC. FOR STRATEGIC PLANNING FACILITATION SERVICES IN AN AMOUNT NOT TO EXCEED \$30,000 FOR THE TERM APRIL 1, 2025 TO MARCH 31, 2026

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Procurement Docs & Signatures - Colley Auto Cars, Inc.

- Agmt, Signature & Insurance - Michael Baker International, Inc.
- Agmt, Signature & Insurance - Huntington Beach Motorsports, Inc. dba Huntington Beach Honda
- Agmt, Signature & Insurance - Sable Computer, Inc. dba KIS Computer Center
- Agmt, Signature & Insurance - Leading Resources, Inc.



Administrative Report

H.5., File # 25-0123

Meeting Date: 4/1/2025

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

TITLE

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Colley Ford

Auto Invoice # 250137

Customer: CITY OF REDONDO BEACH


Contact: ANDREA DELAP

**531 N GERTRUDA
REDONDO BEACH, CA 90277**

ANDREA.DELAP@REDONDO.ORG

QTY	2025 FORD MAVERICK HYBRID WHITE	Price	
1	3FTTW8A37SRA58001	\$ 30,590.00	
2	TWO EXTRA KEYS	\$ 950.00	
3	DOC FEE & FILING FEE	\$ 119.00	
4	SALES TAX	\$ 3,004.38	
	TOTAL PURCHASE PRICE	\$ 34,663.38	

Quoted by: MOTAA JAFKLOU

Colley Ford 
1945 Auto Centre Drive
Glendora CA, 91740
(909) 592-4131 X 219
(626) 825-5841 CELL

807516

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) CITY OF REDONDO BEACH 531 N GERTRUDA REDONDO BEACH, CA 90277 COUNTY: LOS ANGELES Cell: 310-372-1171 Email: ANDREA.DELAP@REDONDO.ORG	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) COLLEY AUTO CARS, INC 1945 AUTO CENTRE DR GLENORA, CA 91740 909-592-4131
--	--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2025	FORD MAVERICK	15	3FTTW8A37SRA58001	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 34663.38 (e)	\$ 34663.38 (e)	\$ 0.00 is \$ 34663.38 (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ N/A	N/A		
One Payment of	\$ N/A	N/A		
One Payment of	\$ N/A	N/A		
1	\$ 34663.38	Monthly beginning 03/14/2025		
N/A	\$ N/A	N/A		
One final payment	\$ 34663.38	03/14/2025		
<p>Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.</p> <p>Prepayment. If you pay early, you may be charged a minimum finance charge.</p> <p>Security Interest. You are giving a security interest in the vehicle being purchased.</p> <p>Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.</p>				

STATEMENT OF INSURANCE		
NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.		
Vehicle Insurance		
	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A
<p>UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.</p> <p>You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.</p>		
CITY OF REDONDO BEACH BY:		
Buyer X _____		
Co-Buyer X _____ N/A		
COLLEY AUTO CARS, INC		
Seller X _____		

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 4 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X _____ **N/A** Co-Buyer Signature X _____ **N/A**

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: **N/A**

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

CITY OF REDONDO BEACH BY: _____ Co-Buyer Signs X _____ **N/A**

Buyer Signs X _____

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 4 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

CITY OF REDONDO BEACH BY: _____ Co-Buyer X _____ **N/A**

Buyer X _____

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

CITY OF REDONDO BEACH BY: _____ Co-Buyer Signs X _____ **N/A**

Buyer Signs X _____

Buyer Initials _____ Co-Buyer Initials **N/A**

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ **31540.00** (A)

1. Cash Price Vehicle \$ **30590.00**

2. Cash Price Accessories \$ **950.00**

3. Other (Nontaxable) Describe N/A \$ N/A

4. Other (Nontaxable) Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ **85.00** (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) N/A \$ N/A (D1)

2. (paid to) N/A \$ N/A (D2)

3. (paid to) N/A \$ N/A (D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) N/A \$ N/A (E1)

2. (paid to) N/A \$ N/A (E2)

F. EV Charging Station (paid to) N/A \$ N/A (F)

G. Sales Tax (on taxable items in A through F) \$ **3004.38** (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) AVRS \$ **34.00** (H)

I. (Optional) Service Contract(s)

1. (paid to) N/A \$ N/A (I1)

2. (paid to) N/A \$ N/A (I2)

3. (paid to) N/A \$ N/A (I3)

4. (paid to) N/A \$ N/A (I4)

5. (paid to) N/A \$ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (J)
(see downpayment and trade-in calculation)

K. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (K)
(see downpayment and trade-in calculation)

L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver \$ N/A (L)

M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (M)

N. Other paid to N/A For N/A \$ N/A (N)

O. Other paid to N/A For N/A \$ N/A (O)

Total Cash Price (A through O) \$ **34663.38 (1)**

2. Amounts Paid to Public Officials

A. Vehicle License Fees **ESTIMATE** \$ **0** (A)

B. Registration/Transfer/Titling Fees \$ **0** (B)

C. California Tire Fees \$ **0** (C)

D. Other \$ **0** (D)

Total Official Fees (A through D) \$ **0 (2)**

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance) \$ N/A (3)

State Emissions Certification Fee or State Emissions Exemption Fee \$ N/A (4)

5. Subtotal (1 through 4) \$ **34663.38 (5)**

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ N/A (B)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) \$ N/A (C)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ N/A (E)

F. Other N/A \$ N/A (F)

G. Other N/A \$ N/A (G)

H. Other N/A \$ N/A (H)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ N/A (I)

Total Downpayment (C through I) \$ **0.00 (6)**
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) \$ **34663.38 (7)**

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Agreement _____

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A
Term N/A Mos. or N/A Miles

I2 Company N/A
Term N/A Mos. or N/A Miles

I3 Company N/A
Term N/A Mos. or N/A Miles

I4 Company N/A
Term N/A Mos. or N/A Miles

I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X N/A

Trade-In Vehicle(s)

1. Vehicle 1

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

2. Vehicle 2

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property Being Traded-In (1c+2c) \$ N/A *

Total Prior Credit or Lease Balance (1d+2d) \$ N/A *

Total Net Trade-In (1e+2e) \$ N/A *

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

CITY OF REDONDO BEACH BY: _____ X N/A

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.
Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - The vehicle is lost, damaged, or destroyed; or
 - You break any agreements in this contract.
The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. **SERVICING AND COLLECTION CONTACTS**
In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.
You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. **APPLICABLE LAW**
Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. **WARRANTIES OF BUYER**
You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. **NEGATIVE CREDIT REPORT NOTICE**
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE**

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location

where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

CITY OF REDONDO BEACH BY:

Buyer Signature X _____

Co-Buyer Signature X _____ N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ABOVE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

CITY OF REDONDO BEACH BY:

Buyer Signature X _____ Date 03/14/2025 Co-Buyer Signature X _____ N/A Date N/A

Buyer Printed Name CITY OF REDONDO BEACH Co-Buyer Printed Name _____ N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name _____ Title _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ N/A Address _____ N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ N/A Date N/A Guarantor X _____ N/A Date N/A
Address _____ N/A Address _____ N/A

Seller Signs COLLEY AUTO CARS, INC Date 03/14/2025 By X _____ Title FINANCE MGR

Seller assigns its interest in this contract to **CASH DEAL** (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller COLLEY AUTO CARS, INC

By X _____ Title FINANCE MANAGER

COLLEY AUTO CARS, INC

1945 AUTO CENTRE DR
GLEN DORA CA 91740
909-592-4131

DEAL#: 5806
STK#: 250137
CUST#: 1024071

WE OWE - DELIVERY CONFIRMATION

Customer Name(s): CITY OF REDONDO BEACH

Street Address: 531 N GERTRUDA REDONDO BEACH CA 90277

Home Telephone: 310-372-1171 Cell Phone: 310-372-1171 Email: ANDREA.DELAP@REDONDO.ORG

Vehicle Description: 2025 FORD MAVERICK 3FTTW8A37SRA58001
Year Make Model Vehicle Identification Number (VIN)

Our Dealership has prepared this Delivery Confirmation to ensure your satisfaction with the vehicle and to make sure there are no misunderstandings between us with respect to the transaction. Representatives of this Dealership are not authorized to make any oral promises to you. If our Dealership has agreed to provide any goods and/or services with respect to the vehicle that have not been received at the time of delivery of the vehicle, those items must be listed below.

DEALER OBLIGATIONS

I HAVE RECEIVED ALL OF THE PRODUCTS AND SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION AT THE TIME OF DELIVERY.

AS OF THE TIME OF DELIVERY, I HAVE YET TO RECEIVE THE FOLLOWING PRODUCTS AND/OR SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION:

VEHICLE SOLD AS EQUIPPED

N/A

N/A

N/A

N/A

Initials: _____

CUSTOMER OBLIGATIONS

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

Initials: _____

By signing below, you are acknowledging that you had the opportunity to inspect the vehicle and found it free from any reasonably discoverable defects. You are also agreeing that you had the opportunity to review the entire transaction, that the Dealership has satisfactorily addressed any questions or concerns you had, and that nothing has been promised to you that has not been put into writing. If anything is listed above, please call the Dealership in advance to schedule a time to receive the products and/or services listed. This Delivery Confirmation Form is hereby incorporated by reference into the Retail Purchase/Retail Lease Agreement for this transaction.

I hereby accept this Delivery Confirmation with the understanding that it is valid for only thirty (30) days from the date of issuance and that I must make an advance appointment with the service department before the above work can be performed.

Customer Date 03/14/2025



Authorized Dealership Representative Date 03/14/2025

N/A N/A
Customer Date

Salesperson Name 84954**1*CFN-FI



VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM

DEAL: 5806
CUST: 1024071

INSTRUCTIONS ON REVERSE SIDE — ALL SIGNATURES MUST BE IN INK — PHOTOCOPIES NOT ACCEPTED

This form is not the ownership certificate. It must accompany the titling document or Application for Duplicate Title. For Car Buyer's Bill of Rights, visit www.dmv.ca.gov.

ACQUISITION NUMBER (DISMANTLER ONLY)

SECTION 1 — VEHICLE/VESSEL DESCRIPTION

IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF NO.	MOTORCYCLE ENGINE NUMBER
3FTTW8A37SRA58001	2025 MAVERICK	FORD		

SECTION 2 — BILL OF SALE

I/We **COLLEY AUTO CARS, INC** sell, transfer, and deliver the above vehicle/vessel
PRINT SELLER'S NAME(S)

CITY OF REDONDO BEACH

to _____ on

03	14	20	25
MO	DAY	YEAR	

 for the amount of \$ **VALUE RECEIVED**
PRINT BUYER'S NAME(S) (SELLING PRICE)

If this was a gift, indicate relationship: _____ (e.g., parents, spouse, friend, etc.) \$ _____
(GIFT VALUE)

SECTION 3 — ODOMETER DISCLOSURE STATEMENT (Void if Mileage is Altered or Erased)

Federal and State Law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads

0	0	0	0	1	5	$\frac{10}{1000}$
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 (no tenths) miles, and to the best of my knowledge reflects the **ACTUAL** mileage unless one of the following statements is checked.

WARNING—ODOMETER DISCREPANCY

Odometer reading is NOT the actual mileage Mileage EXCEEDS the odometer mechanical limits

Explain odometer discrepancy: _____

SECTION 4 — BUYER AND SELLER (MUST hand print his or her name, date and sign this section.)

BUYER'S SECTION

I acknowledge the odometer reading and the facts of the transfer. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
CITY OF REDONDO BEACH	X	03/14/2025	
PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #

BUYER'S MAILING ADDRESS: **531 N GERTRUDA** CITY: **REDONDO BEACH** STATE: **CA** ZIP CODE: **90277** DAYTIME TELEPHONE NO.: **310-372-1171**

SELLER'S SECTION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
COLLEY AUTO CARS, INC	X <i>ERIC GROWIX</i>	03/14/2025	03563
PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #

SELLER'S MAILING ADDRESS: **1945 AUTO CENTRE DR** CITY: **GLENDORA** STATE: **CA** ZIP CODE: **91740** DAYTIME TELEPHONE NO.: **909-592-4131**

SECTION 5 — POWER OF ATTORNEY

I/We **CITY OF REDONDO BEACH** appoint **COLLEY AUTO CARS, INC**
PRINT NAME(S) PRINT NAME(S)

as my attorney in fact, to complete all necessary documents, as needed, to transfer ownership as required by law.

SIGNATURE REQUIRED BY PERSON APPOINTING POWER OF ATTORNEY	DATE
X	03/14/2025
SIGNATURE REQUIRED BY PERSON APPOINTING POWER OF ATTORNEY	DATE
X	03/14/2025

51688*1*CFN-FI

VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM INSTRUCTIONS

THIS FORM IS NOT THE OWNERSHIP CERTIFICATE. IT MUST ACCOMPANY THE TITLE OR APPLICATION FOR A DUPLICATE TITLE. PHOTOCOPIES OF THE FORM MAY BE RETAINED FOR YOUR RECORDS.

Know your rights before you sign. Read the *Car Buyer's Bill of Rights* (FFVR 35) and *What you Need to Know Before Buying a Vehicle* (FFVR 26) brochures and other brochures available at www.dmv.ca.gov.

SECTION 1 — VEHICLE/VESSEL IDENTIFICATION

This section must be completed.

SECTION 2 — BILL OF SALE

To be completed by the seller of the vehicle/vessel, identifying the buyer and/or gift recipient, the purchase price or gift value, and date of sale and/or gift.

SECTION 3 — ODOMETER DISCLOSURE STATEMENT

To be completed by the seller disclosing the mileage at the time of sale. Any alteration (write-over, cross-out, erasure, deletion, etc.), made to the reported mileage will VOID the odometer disclosure section of this document and a new odometer statement (including the signature of both parties) is mandatory. Photocopies may be retained for personal record. Dealers and Auto Auctions are required to retain a photocopy of the odometer disclosure for 5 years.

Federal law requires the hand printed name, date and signature of the buyer and seller when disclosing and acknowledging the odometer reading.

SECTION 4 — BUYER/SELLER INFORMATION (*Individual[s], Company, Dealership, Lessor/Lessee or Trust*)

To be completed by the buyer to provide name and address, accept the responsibility of ownership, and/or acknowledge mileage reported. To be completed by the seller to provide name and address, release ownership, and/or disclose mileage to the buyer.

NOTE: Co-owners joined by "AND" (shown by "/" on DMV records) require the signature of **EACH** owner; co-owners joined by "OR" require the signature of at least **ONE** owner. The signature for a company or business **MUST** include the printed name of the company/business and an authorized representative's countersignature on the signature line (e.g., ABC CO., by JOHN SMITH - or - JOHN SMITH for ABC CO.).

SECTION 5 — POWER OF ATTORNEY

To be completed when appointing a person or company to act as an attorney-in-fact, to sign papers and documents that may be necessary in order to secure California registration of or to transfer my/our interest in the identified vehicle or vessel. The odometer disclosure statement cannot be completed by power of attorney.

INSTRUCCIONES PARA COMPLETAR ESTE FORMULARIO

ESTE FORMULARIO NO ES EL CERTIFICADO DE PROPIEDAD. ÉSTE DEBERÁ ACOMPAÑAR AL TÍTULO O LA SOLICITUD PARA DUPLICADO DE TÍTULO. PUEDE GUARDAR FOTOCOPIAS DE ESTE FORMULARIO PARA SU ARCHIVO PERSONAL.

Conozca sus derechos antes de firmar. Lea los folletos "Declaración de Derechos del Comprador de Vehículos" (FFVR 35) y "Qué Necesita Saber Antes de Comprar un Vehículo" (FFVR 26) y otros folletos disponibles en www.dmv.ca.gov.

SECCIÓN 1 — IDENTIFICACIÓN DE VEHÍCULO/BARCO

Esta sección deberá completarse.

SECCIÓN 2 — FACTURA DE VENTA

Para completarse por el vendedor del vehículo/barco, para identificar al comprador y/o receptor del regalo, el precio de compra o valor del regalo y la fecha de la venta y/o regalo.

SECCIÓN 3 — DECLARACIÓN DEL RECORRIDO EN MILLAS DEL ODÓMETRO

Para completarse por el vendedor declarando el millaje al momento de la venta. Cualquier alteración (escribir sobre el texto, tachar texto, borraduras, omisiones, etc.) que se haga al millaje reportado ANULARÁ la sección de la declaración del odómetro de este documento y será obligatorio presentar una nueva declaración (incluyendo la firma de ambas partes). Puede conservar fotocopias para su archivo personal. A los concesionarios y subastadores de autos se les exige conservar una fotocopia de la declaración del odómetro por cinco (5) años.

La ley federal exige que el nombre sea escrito a mano así como la fecha y la firma del vendedor y del comprador cuando se declare y confirme la lectura del millaje del odómetro.

SECCIÓN 4 — INFORMACIÓN SOBRE EL COMPRADOR/VENDEDOR (*Individuo[s], Compañía, Concesionario, Arrendatario/Arrendador o Fideicomiso*)

El comprador deberá llenar esta sección a fin de proveer su nombre y dirección, aceptar responsabilidad del vehículo/barco y/o reconocer el millaje reportado. El vendedor deberá llenar esta sección a fin de proveer al comprador su nombre y dirección, relevar la responsabilidad del vehículo/barco y/o declarar el millaje al comprador.

NOTA: Para los co-propietarios unidos por la letra "Y" (mostrado en el título con una barra "/") se exige la firma de **CADA** propietario; los co-propietarios unidos por la letra "O" exige la firma de por lo menos **UN** propietario. La firma de una compañía o negocio **DEBE** incluir el nombre impreso de la compañía o negocio y la contra-firma de un agente autorizado en el reglón de la firma (ejemplo: ABC CO, por JOHN SMITH - o bien - JOHN SMITH por ABC CO.).

SECCIÓN 5 — PODER LEGAL

Esta sección deberá llenarse cuando se asigna una persona o compañía para actuar como apoderado para firmar papeles y documentos que puedan ser necesarios para asegurar la matrícula de California o para traspasar mi/nuestro interés en el vehículo o barco identificado.

Esta sección de poder legal no puede usarse para la declaración del odómetro.



DEAL# 5806
CUST# 1024071

CUSTOMER CASH PAYMENT AUTHORIZATION FORM

CUSTOMER INFORMATION	
_____ First Name	_____ MI
CITY OF REDONDO BEACH Last or Business Name	
VEHICLE INFORMATION	
3FTTW8A37SRA58001 Vehicle Identification Number (VIN)	03/14/2025 Delivery Date

INCENTIVE INFORMATION			
	Program Number	Dollar Amount	Customer's Initials
1.	<u>N/A</u>	_____	<u>N/A</u>
2.	<u>N/A</u>	_____	<u>N/A</u>
3.	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
4.	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
5.	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
6.	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

CUSTOMER MUST SELECT AND SIGN OPTION "A" OR "B" BELOW

Important Customer Notice

SiriusXM – For vehicles equipped with SiriusXM with 360t or satellite option, customer information will be provided to SiriusXM to provide program benefits and activation services

"A" Dealer Assignment (Use this section to assign payment to the dealer.)

1. I acknowledge that I have taken delivery of the vehicle identified above.
2. I assign payment of the Customer Cash Incentive(s) to the selling dealer.
3. I acknowledge incentive(s) reflect as either a reduction on the Bill of Sale or Lease or as a check back to the customer or a combination thereof.

Customer Signature _____ Date _____

I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.

 Authorized Dealership Signature _____ Date _____

"B" Direct Payment to Customer (Use this section to obtain payment direct from Ford.)

1. I acknowledge that I have taken delivery of the vehicle identified above.
2. Please mail check directly to me.

Customer Signature _____ Date _____

I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.

 Authorized Dealership Signature _____ Date _____

COLLEY AUTO CARS, INC

1945 AUTO CENTRE DR
GLEN DORA CA 91740
909-592-4131

DEAL# 5806
CUST# 1024071

AGREEMENT TO PROVIDE INSURANCE

Contact Person: _____

Customer Name(s): CITY OF REDONDO BEACH Date: 03/14/2025

Street Address: 531 N GERTRUDA REDONDO BEACH CA 90277

Home Telephone: 310-372-1171 Work Telephone: N/A

Driver's License #: _____ Issuing State: _____ Expiration Date: _____

Vehicle: 2025 FORD MAVERICK 3FTTW8A37SRA58001
Year Make Model Vehicle Identification Number (VIN)

I understand that the Retail Installment Sale Contract or Lease Contract ("Contract") that I signed in connection with my purchase/lease of the above-described vehicle requires me to provide and maintain insurance on the vehicle against the risks of loss or damage. I also understand that the Assignee/Holder of the Contract must be named as the loss payee and that the failure to procure and maintain said insurance coverage may be an event of a default under the Contract. In the event of a default, the holder of the Contract may pursue all of the remedies provided by law and in the Contract as it deems appropriate. Having been advised that I may obtain insurance coverage from a company and agent of my choice, I have obtained an Insurance Policy as follows:

Insurance Company: N/A Policy #: N/A

Agent's Name: N/A Telephone: N/A

Address: N/A

Insurance Coverage: Collision \$ N/A Deductible Comprehensive \$ N/A Deductible
 Fire & Theft \$ N/A Deductible _____ \$ N/A Deductible

Policy Effective From: _____ To: _____ Named Loss Payee: CASH DEAL

If I fail to deliver a duly executed Insurance Policy, or evidence thereof, to the Dealership or its Assignee within _____ days of this Agreement, the Dealership or its Assignee may (but is not required to) procure insurance of the kind and type agreed to be provided under the terms of the Contract, or to exercise any other remedy under the Contract and applicable law. If the Dealership or its Assignee procure insurance on my behalf, I hereby agree to pay to the Dealership or its Assignee any earned premium for any policy they may have to place for the above-described vehicle in accordance with the repayment procedures established under California Civil Code Section 2982.8. I further agree to assume any and all responsibility for damage to the vehicle and agree to hold the Dealership and its Assignee free of any loss, claim, and/or liability resulting from the use, maintenance or operation of the vehicle.

NOTICE TO BUYER: This Agreement does not authorize the ordering of **Public Liability or Property Damage Insurance**. Any insurance ordered by the financial institution will cover loss of or damage to the above described vehicle only and **will not include Public Liability or Property Damage Insurance**.

WARNING: IT IS YOUR RESPONSIBILITY UNDER CALIFORNIA LAW TO OBTAIN LIABILITY INSURANCE OR BE SUBJECT TO PENALTIES FOR VIOLATING SECTION 16020 OF THE VEHICLE CODE, WHICH MAY INCLUDE LOSS OF LICENSE OR A FINE. THE INSURANCE ACQUIRED BY THE LIENHOLDER DOES NOT PROVIDE LIABILITY COVERAGE AND DOES NOT SATISFY YOUR RESPONSIBILITY UNDER CALIFORNIA LAW.

By signing below, I acknowledge that I have read this Agreement to Provide Insurance and understand my obligation to procure and maintain insurance coverage on the above-described vehicle. I further acknowledge and agree that I have given the Dealership and its Assignee, if applicable, permission to contact my Insurance Company to verify that I have insurance coverage for the vehicle.

Customer



Authorized Dealership Representative

N/A

Customer
DealerCAP

91978*1*CFN-FI
CATALOG #8963367

TIRE CHAIN NOTICE

AS EQUIPPED, THIS VEHICLE MAY NOT BE OPERATED WITH TIRE CHAINS BUT MAY ACCOMMODATE SOME OTHER TYPE OF TIRE TRACTION DEVICE. SEE THE OWNER'S MANUAL FOR DETAILS.

_____	<u>03/14/2025</u>	<u>N/A</u>	_____	<u>N/A</u>
CUSTOMER SIGNATURE	DATE	CUSTOMER SIGNATURE	DATE	DATE

OPTIONAL PRODUCTS AND SERVICES DISCLOSURE

Please review the following list of Products that we offer to our Customers. The purchase of these Products is optional and is not required in order to obtain financing for this transaction. Nor do we require you to purchase any of these Products from a particular company. In some instances, your application for a Product may be subject to approval by the Product supplier or administrator. For exact coverages, exclusions, and limitations, you should refer to the Product application and related documentation. Please place your initials in the appropriate box beside each Product to verify whether you have elected to accept or decline to purchase it.

PRODUCT	COST	ACCEPT	DECLINE
USED VEHICLE CONTRACT CANCELLATION OPTION AGREEMENT	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>
SERVICE CONTRACT Provider: <u>N/A</u>	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>
DEBT CANCELLATION AGREEMENT Provider: <u>N/A</u>	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>
THEFT DETERRENT DEVICE Provider: <u>N/A</u>	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>
SURFACE PROTECTION PRODUCT Provider: <u>N/A</u>	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>
OTHER: <u>N/A</u> Provider: <u>N/A</u>	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>
OTHER: <u>N/A</u> Provider: <u>N/A</u>	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>
OTHER: <u>N/A</u> Provider: <u>N/A</u>	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>
OTHER: <u>N/A</u> Provider: <u>N/A</u>	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>
TOTAL OF ACCEPTED PRODUCTS	\$ <u>N/A</u>	<input type="checkbox"/> N/A	<input type="checkbox"/>

Installment Payment EXCLUDING Listed Items: The amount of your regular installment payment if charges for the Accepted Products are NOT included in the Retail Installment Sale Contract is \$ 34663.38 per N/A.

Installment Payment INCLUDING Listed Items: The amount of your regular installment payment if charges for the Accepted Products ARE included in the Retail Installment Sale Contract is \$ 34663.38 per N/A.

I understand that the Installment Payments listed above are only estimates and are subject to lender approval. I have requested that the Total Cost of the Accepted Products be included in the Amount Financed on the Retail Installment Sale Contract YES NO

Anti-Packing Disclosure: Both installment payments quoted in the lines above include other amounts to be financed in the Retail Installment Sale Contract, such as the price of the vehicle, government fees, taxes, finance charges and the following additional charges:

Cash Price of Additional Accessories	\$ <u>950.00</u>	Electronic Vehicle Registration or Transfer Charge (not a governmental fee)	\$ <u>N/A</u>
Other (Nontaxable)		EV Charging Station	\$ <u>N/A</u>
<u>N/A</u>	\$ <u>N/A</u>	Prior Credit or Lease Balance of Trade-In	\$ <u>N/A</u>
<u>N/A</u>	\$ <u>N/A</u>	Other	
Document Processing Charge (not a governmental fee)	\$ <u>85.00</u>		\$ <u>N/A</u>
Emissions Testing Charge (not a governmental fee)	\$ <u>N/A</u>		\$ <u>N/A</u>

I hereby acknowledge that the Finance & Insurance Products described above have been explained to me, that I have had the opportunity to review the applicable applications and contracts for exact coverages, exclusions and limitations, and that any questions I had were answered to my satisfaction prior to signing the Retail Installment Sale Contract. I acknowledge that I further received a completely filled in copy of this Disclosure before signing the Retail Installment Sale Contract and that I consent to including the above charges in the Retail Installment Sale Contract.

Customer N/A Date 03/14/2025


 Authorized Dealership Representative Date 03/14/2025

Customer N/A Date

DealerCAP

91999*1*CFN-FI
 CATALOG #8963766

COLLEY AUTO CARS, INC
1945 AUTO CENTRE DR
GLEN DORA CA 91740
909-592-4131

DEAL# 5806
CUST# 1024071

CALIFORNIA FOREIGN LANGUAGE ACKNOWLEDGEMENT

Customer Name(s): CITY OF REDONDO BEACH Date: 03/14/2025

Vehicle: 2025 FORD MAVERICK 3FTTW8A37SRA58001
Year Make Model Vehicle Identification Number (VIN)

Please check the applicable foreign language used within the automobile retail sales transaction.

English only used in this transaction.

Chinese

Customer hereby acknowledges receipt of a copy of an unexecuted Chinese language translation of the contract or agreement as required by law, prior to signing a completely filled in copy of the contract or agreement in English.

依據加州法徑之規定，本人於簽署所有英文版之合約書或協議之前，已收到並閱讀（繁體中文）中譯版之參考合約書或協議文件。特此證明。

Korean

Customer hereby acknowledges receipt of a copy of an unexecuted Korean language translation of the contract or agreement as required by law, prior to signing a completely filled in copy of the contract or agreement in English.

고객은 모든 내용이 기입된 영문 계약서나 동의서 사본에 서명하기 전에, 법이 정한 대로 한국어로 번역된 계약서나 동의서 사본을 서명되지 않은 채로 수령하였음을 인정합니다.

Spanish

Customer hereby acknowledges receipt of a copy of an unexecuted Spanish language translation of the contract or agreement as required by law, prior to signing a completely filled in copy of the contract or agreement in English.

Por medio del presente el cliente acusa recibo de una copia de la traducción al español del contrato o acuerdo sin firmar, de conformidad con lo estipulado por ley, previamente a la firma de una copia debidamente llenada del contrato o acuerdo en inglés.

Tagalog

Customer hereby acknowledges receipt of a copy of an unexecuted Tagalog language translation of the contract or agreement as required by law, prior to signing a completely filled in copy of the contract or agreement in English.

Sa gayon ay pinatutunayan ng Parokyano o Customer ang pagtanggap ng isang kopya ng isang di pa napapabisang pagsasalin-wika sa Tagalog ng kontrata o kasunduan ayon sa itinatakda ng batas, bago makapaglagda ng isang ganap na pinunan na kopya ng kontrata o kasunduan na nakasulat sa wikang Ingles.

Vietnamese

Customer hereby acknowledges receipt of a copy of an unexecuted Vietnamese language translation of the contract or agreement as required by law, prior to signing a completely filled in copy of the contract or agreement in English.

Khách hàng xác nhận dưới đây là đã nhận được một bản dịch sang tiếng Việt của hợp đồng hoặc thỏa thuận chưa thực hiện theo yêu cầu của luật pháp, trước khi ký vào bản hợp đồng hoặc thỏa thuận được điền đầy đủ bằng tiếng Anh.

Customer


Authorized Dealership Representative

N/A

Customer

DealerCAP

92001*1*CFN-FI

FACTS**WHAT DOES COLLEY AUTO CARS INC.
DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Credit history and credit scores
- Employment information and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Colley Auto Cars Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Colley Ford share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

Call Colley Ford at (909) 592-4131

92056*1*CFN-FI

Who we are

Who is providing this notice?	Colley Auto Cars Inc. is doing business as Colley Ford
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What we do

How does Colley Auto Cars Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Colley Auto Cars Inc. collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Complete a credit application • Apply for financing or for a lease • Provide employment information • Give us your contact information • Show us your driver's license <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include: Our other dealerships and management company located in Sacramento area, namely The Niello Company, Niello Acura, Niello BMW, Niello MINI, Land Rover Sacramento, Jaguar Sacramento, Land Rover Rocklin, Porsche, Niello VW and Niello Audi.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Colley Ford does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Colley Ford engages in joint marketing with banks, credit unions and finance lenders.</i>

Other important information

To provide you with additional information regarding our privacy practices and your rights under the California Consumer Privacy Act, a copy of our Notice at Collection of Personal Information has been made available to you. Our Privacy Policy may be accessed at _____. By signing below, you acknowledge receipt of this Privacy Notice.



Signature

//

Date



Signature

//

Date

CITY OF REDONDO BEACH

Printed Name

Printed Name



Ford's warranty, your responsibilities to preserve your warranty, and our arbitration agreement

Ford Motor Company ("Ford") and your Ford Dealer place a priority on your satisfaction with our performance. We are available to answer any questions about how your role in maintaining the vehicle, driving style, local environmental conditions, after-market equipment, and differences in customer preferences and tolerances impact your ownership experience.

To maintain warranty coverage under the Limited Warranty described in the Warranty Guide, be sure to perform maintenance as specified in the Owner's Manual. Repair issues should be resolved by an authorized Ford dealer. If you are not satisfied, speak with the Service Manager. If you are still not satisfied, please contact **Ford's Customer Relationship Center; P.O. Box 6248, Dearborn, MI 48121; 800-392-3673**. If you cannot resolve your concerns directly with Ford, you may use the free BBB Auto Line dispute resolution program described in the Warranty Guide. You, Ford, and the selling dealer further agree that all remaining disputes **will be addressed in binding arbitration** rather than in court litigation. If one party files a court action instead of arbitration, all court proceedings will be stayed until resolution of any proceedings to compel arbitration, including appeals. All parties retain the right to seek relief in a small claims court for disputes or claims within that court's jurisdiction. **In arbitration, there is generally less discovery and appellate review than in court, there is no jury, and this Agreement includes a class-action waiver.**

Scope of this Arbitration Agreement. This Agreement requires arbitration of any dispute between you and Ford or Ford's authorized dealers arising out of or relating in any way to your Ford vehicle, other than claims for personal injury manifested by physical injury or death. Claims subject to arbitration pursuant to this Agreement include warranty disputes and claims related to statements about Ford's products before you signed this Agreement. The parties waive the right to participate as a plaintiff or class member in any class-action lawsuit or other representative proceeding. The arbitrator may award individual remedies that would be available in court, but has no authority to issue a public injunctive remedy. If any part of this Agreement cannot be enforced as to a particular claim or remedy, then only that claim or remedy may be brought in court and must be stayed until all other claims and remedies are arbitrated. The arbitrator has exclusive authority to address arbitrability and jurisdiction, enforceability, scope, who is bound by this Agreement, questions of waiver, estoppel, forfeiture, laches, procedural timeliness, breach or default, discovery, and arguments based on litigation conduct or timing of payments relating to arbitration. These issues, the Agreement, and arbitration-related proceedings shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and federal common law, and not by any state's law or procedures regarding arbitration.

Process for initiating arbitration. To declare your intent to initiate the arbitration process, you must send to Ford a Notice of Dispute ("Notice") that includes: your Vehicle Identification Number, a copy of your vehicle sales or lease contract(s); a copy of any repair orders; a description of your concern; and your requested response from Ford. The Notice must be signed by you and sent by certified mail to: **Arbitration Claims Department, Ford Motor Company, World Headquarters, Dearborn, MI 48126**. Any party may request an informal telephonic dispute resolution conference in the 30 days after mailing. If no party requests a conference or the dispute is not resolved within 30 days after the conference, the arbitration proceedings may be initiated with American Arbitration Association ("AAA") (www.adr.org) or New Era ADR (www.neweraadr.com) by following procedures set forth on their websites. If AAA and New Era ADR are unable or unwilling to administer it, you may choose another organization subject to our approval. The arbitration will adhere to AAA's Consumer Arbitration Rules regardless of arbitrator and, as applicable, its mass arbitration rules, except as modified by this Agreement. You and Ford agree that the process for sharing information ("discovery") set forth in AAA's Consumer Rules will be adequate unless the arbitrator orders otherwise based on a showing of very good cause. You will be responsible for no more than a maximum of \$275 in costs imposed by the arbitration provider. Each party is responsible for all other costs and attorney's fees, except where applicable law would require a court to order Ford to pay your fees and costs if the dispute were litigated in court.

Date: 03/14/2025

VIN: 3FTTW8A37SRA58001

Customer Signature: _____

Co-Signing Customer Signature: N/A

Printed Name: CITY OF REDONDO BEACH

Printed Name: N/A

Opt out period: You may opt out of this Arbitration Agreement within 30 days after you sign it by sending written notice by certified mail to: **Arbitration Claims Department, Ford Motor Company, World Headquarters, Dearborn, MI 48126**.



EXEMPT LICENSE PLATE REQUEST

Complete Section A, B, and sign Section C.

A. VEHICLE INFORMATION

LICENSE PLATE NUMBER	VEHICLE IDENTIFICATION NUMBER 3FTTW8A37SRA58001	YEAR/MAKE 25 / FORD
----------------------	--	------------------------

B. EXEMPT LICENSE PLATES CERTIFICATION

 Check only one box to qualify for California exempt license plates. (California Vehicle Code [CVC] Sections 4155, 9101, 9102, 9103, 9104, 9106).

Your agency is qualified for this exemption if your agency is the registered owner, legal owner, or lessee. Qualification is based on:

U.S. Government _____
PRINT NAME OF AGENCY

State Agency _____
PRINT NAME OF AGENCY

County Agency _____
PRINT NAME OF AGENCY

City Agency CITY OF REDONDO BEACH
PRINT NAME OF AGENCY

American Red Cross _____

Political Subdivision _____
PRINT NAME OF AGENCY

(Any city, city and county, municipality, county tax or assessment district or other legally authorized local government entity with jurisdictional boundaries. **Does not apply to sovereign nations.**)

Joint Powers Agreement _____
PRINT NAME OF AGENCIES

(Two or more public agencies authorized by their legislative or other governing bodies, may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. Must be registered with the Secretary of State.)

Public Fire Department _____
PRINT NAME OF AGENCY

(Organized as a nonprofit corporation and used exclusively for fire fighting or rescue or exclusively as an ambulance.)

Voluntary Fire Department _____
PRINT NAME OF AGENCY

(Registered with the County Clerk and located in an unincorporated area and used exclusively for fire fighting or rescue or exclusively for fire fighting or exclusively for ambulance.)

Civil Air Patrol _____
PRINT NAME OF AGENCY

(Vehicle transferred by the U.S. Government, or any agency thereof, to the Civil Air Patrol may be issued exempt registration provided the use of the vehicle is restricted to defined activities of the Civil Air Patrol and the vehicle must be returned to the U.S. Government when no longer required or suited for use by the Civil Air Patrol.)

Federally-Recognized Indian Tribes _____
PRINT INDIAN TRIBAL NAME

(Utilized under a mutual aid agreement with a state, county, city or other governmental municipality and used exclusively for fire protection and emergency response.)

C. APPLICANT'S SIGNATURE

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I further certify that the owner of this vehicle qualifies for exempt registration under one of the following sections of the CVC: 4155, 9101, 9102, 9103, 9104, 9106.

SIGNATURE X _____ DATE _____

EXECUTED AT CITY CITY OF REDONDO BEACH STATE CA

PRINTED NAME OF PERSON SIGNING FOR AGENCY _____ DAYTIME TELEPHONE NUMBER ()

AGENCY ADDRESS STREET CITY STATE ZIP CODE
531 N GERTRUDA REDONDO BEACH CA 90277

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MICHAEL BAKER INTERNATIONAL, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Michael Baker International, Inc. a Pennsylvania corporation ("Consultant" or "Contractor" or "Michael Baker").

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, 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, or military and veteran status. 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

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND HUNTINGTON BEACH MOTORSPORTS, INC. DBA HUNTINGTON BEACH
HONDA**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Huntington Beach Motorsports, Inc., a California corporation dba Huntington Beach Honda ("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. California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission,

percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for

at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for

immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers,

attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws.
 - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement

by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to

the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to

be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 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.

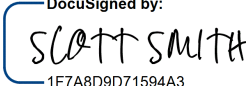
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 1st day of April, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

Huntington Beach Motorsports, Inc., a
California corporation dba Huntington Beach
Honda

James A. Light, Mayor

DocuSigned by:

1F7A8D9D71594A3...
By: _____
Name: SCOTT SMITH
Title: General Manager

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONTRACTOR'S DUTIES

A. Scope of Service

1. Contractor shall provide on-call mechanical maintenance, servicing, and repair for the City Police Department Traffic Unit Motorcycle fleet as specified in Attachment "C-1" (Service Quote), which is incorporated by reference into this Agreement. On-call services shall be provided during the Contractor's regular operating hours of Monday through Saturday 9:00 a.m. to 6:00 p.m.
2. Contractor represents and warrants that it has and shall maintain throughout the Agreement term all necessary experience, expertise, and valid licenses required to perform the services under the Agreement in compliance with applicable laws and industry standards.
3. Contractor shall perform all services in strict accordance with the manufacturer specifications, vehicle manuals, industry standards, best practices, and all applicable federal, state, and local laws and regulations.

B. Approval Requirement Before Commencement of Work

1. Contractor shall submit a written estimate for all services to be performed, which must be reviewed and approved by the by the City's designated Police Department Sergeant prior to the commencement of any work.
2. Contractor will not perform any services without prior written approval from the City's designated Police representative.

C. Performance to Satisfaction of City

1. Contractor shall perform all work in a professional, workmanlike manner, meeting or exceeding the City's requirements, applicable industry standards, and the terms of this Agreement.
2. If the City determines, in its sole discretion, that the quality of the work is unsatisfactory, Contractor shall, at no additional cost to the City:
 - a. Meet with City representatives to review and address concerns regarding the quality of the work; and
 - b. Re-perform the work until it meets contractual requirements, industry standards, and the City's full satisfaction.

D. Compliance

Contractor shall at all times comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to, employment laws, occupational health and safety, fair employment practices, workers' compensation requirements, and minimum wage standards.

E. Force Majeure

Neither party shall be held liable for any failure or delay in performing its obligations if such failure or delay results from an event beyond its reasonable control, that could have been avoided through due diligence. Events constituting Force Majeure include, but are not limited to, acts of God, earthquakes, floods, hurricanes, or wildfires, war, terrorism, labor strikes (excluding strikes by the affected party's employees), pandemics, or any other unforeseen events beyond the reasonable control of the affected party.

If either party is unable to perform due to a Force Majeure event, the affected part shall:

1. Notify the other party in writing within five (5) business days of the occurrence, providing details of the event, its expected impact, and estimated duration.
2. Mitigate delays by taking all reasonable steps to minimize the impact of nonperformance.
3. Resume performance as soon as practicable after the cessation of the Force Majeure event.

If the Force Majeure event continues for more than thirty (30) consecutive days, the City may elect to terminate the Agreement without further liability.

II. CITY'S DUTIES

City will require its Police Department personnel to conduct evaluations of the work.

EXHIBIT “B”

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence April 1, 2025 and expire March 31, 2026 (“Term”), unless otherwise terminated earlier as herein provided. This Agreement shall automatically renew for subsequent one-year terms, up to maximum of two renewal terms under the same terms and conditions contained herein, unless the City Police Chief or designee provides written notice of the nonrenewal to Contractor at least fifteen (15) days prior to the expiration date of the then current term.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Contractor will be paid as outlined in Attachment "C-1". In no event shall the total amount paid to Contractor exceed \$34,999.

- II. **METHOD OF PAYMENT.** Contractor shall submit to the City invoices for all services performed on each vehicle for approval and payment. The invoice shall include:

A. **Vehicle and Service Information**

1. Date service performed
2. Vehicle license plate number
3. Mileage at service
4. Description of service or maintenance performed

B. **Parts**

1. Part number
2. Description of part
3. Quantity of parts
4. Unit price
5. Total parts cost (quantity x unit price)

C. **Labor**

1. Vehicle license plate number
2. Hourly rate for labor (if applicable)
3. Number of hours worked

4. Total labor cost

D. Any additional fees (if applicable)

Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. If no work is performed in a given month, no invoice is required. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Contractor may be required to provide back-up material upon request.

- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- IV. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Huntington Beach Motorsports, Inc. dba Huntington Beach Honda
17555 Beach Boulevard
Huntington Beach, CA 92647
Attention: Marc Reeves
Email: mreeves@hbhonda.com

City: City of Redondo Beach
Police Department
401 Diamond Street
Redondo Beach, CA 90277
Attention: Lina Carrillo, Sr Management Analyst
Email: lina.carrillo@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.

ATTACHMENT "C-1"

SERVICE QUOTE

See the attached service quote.

HUNTINGTON BEACH HONDA
17555 BEACH BLVD
HUNTINGTON BEACH, CA 92647
Phone: (714) 842-5533 / BAR ARD00491067

Service Quote

Doc Number: SQ02102025
Service Writer: MARC REEVES
Date Printed: 02/10/2025
Date Promised: 02/10/2025
Date In: 02/10/2025

CITY OF REDONDO BEACH
401 DIAMOND ST
REDONDO BEACH, CA 90277

Customer Information

Home Phone: 310-372-1171
Cell Phone: EX 2359
Work Phone: PD 379-2477
Email: andrew.lewis@redondo.org

600 MILE SERVICE

Description: PERFORM 600 MILE SERVICE PER SERVICE MANUAL.

- REPLACE ENGINE OIL
- REPLACE ENGINE OIL FILTER
- INSPECT ENGINE IDLE SPEED
- INSPECT DRIVE CHAIN (CLEAN, LUBRICATE & ADJUST EVERY 300 MILES)
- INSPECT BRAKE SYSTEM
- INSPECT CLUTCH SYSTEM
- INSPECT NUTS, BOLTS, FASTENERS
- INSPECT STEERING HEAD BEARINGS

Parts

Part #	Qty	Description	Price	Discount	Total
78-9941	1.00	MAXIMA CONTACT CLEANER 13 OZ	\$10.99	\$0.00	\$10.99
94109-12000	2.00	WASHER DRN PLG 12MM	\$1.99	\$0.00	\$3.98
15410-MFJ-D02	1.00	FILTER, OIL	\$20.99	\$0.00	\$20.99
08C35-A131M02	5.00	OIL GN4 10W30 QT	\$9.99	\$0.00	\$49.95
Parts Subtotal					\$85.91

Labor

Description	Technician	Hours	Total
600 MILE SERVICE		1.7	\$253.30
Labor Subtotal			\$253.30
Job Subtotal			\$339.21

Approve: Decline:

4K MILE SERVICE

Description: PERFORM 4K MILE SERVICE PER SERVICE MANUAL.

- CLEAN CRANKCASE BREATHER
- CLEAN / LUBRICATE & ADJUST DRIVE CHAIN
- INSPECT CHAIN SLIDER
- INSPECT BRAKE FLUID
- INSPECT BRAKE PADS WEAR
- INSPECT BRAKE LOCK OPERATION
- INSPECT CLUTCH SYSTEM
- CLEAN SPARK ARRESTER
- INSPECT WHEELS & TIRES

Description:

Labor

Description	Technician	Hours	Total
4K MILE SERVICE		1	\$149.00
Labor Subtotal			\$149.00
Job Subtotal			\$149.00
Approve: <input type="checkbox"/>			Decline: <input type="checkbox"/>

8K MILE SERVICE

Description:PERFORM 8K MILE SERVICE PER SERVICE MANUAL

- INSPECT FUEL LINE
- INSPECT THROTTLE OPERATION
- CLEAN CRANKCASE BREATHER
- REPLACE ENGINE OIL
- REPLACE ENGINE OIL FILTER
- REPLACE CLUTCH FILTER
- INSPECT ENGINE IDLE SPEED
- INSPECT RADIATOR COOLANT
- INSPECT COOLING SYSTEM
- CLEAN / LUBRICATE & ADJUST DRIVE CHAIN
- INSPECT DRIVE CHAIN SLIDER
- INSPECT BRAKE FLUID
- INSPECT BRAKE PADS WEAR
- INSPECT BRAKE SYSTEM
- INSPECT BRAKE LIGHT SWITCH
- INSPECT HEADLIGHT AIM
- INSPECT CLUTCH SYSTEM
- INSPECT SIDESTAND
- INSPECT SUSPENSION
- CLEAN SPARK ARRESTER
- INSPECT NUTS, BOLTS, FASTENERS
- INSPECT WHEELS & TIRES
- INSPECT STEERING HEAD BEARINGS

Parts

Part #	Qty	Description	Price	Discount	Total
08C35-A14W0M	5.00	OIL HP4 10W40 W/O MOLY QT	\$12.99	\$0.00	\$64.95
94109-12000	2.00	WASHER DRN PLG 12MM	\$1.99	\$0.00	\$3.98
15410-MFJ-D02	1.00	FILTER, OIL	\$20.99	\$0.00	\$20.99
Parts Subtotal					\$89.92

Labor

Description	Technician	Hours	Total
8K MILE SERVICE		2.8	\$417.20
Labor Subtotal			\$417.20
Job Subtotal			\$507.12
Approve: <input type="checkbox"/>			Decline: <input type="checkbox"/>

12K MILE SERVICE

Description:PERFORM 12K MILE SERVICE PER SERVICE MANUAL.

- REPLACE AIR CLEANERS
- CLEAN CRANKCASE BREATHER
- CLEAN / LUBRICATE & ADJUST DRIVE CHAIN
- INSPECT CHAIN SLIDER
- INSPECT BRAKE FLUID
- INSPECT BRAKE PADS WEAR
- INSPECT BRAKE LOCK OPERATION
- INSPECT CLUTCH SYSTEM
- CLEAN SPARK ARRESTER
- INSPECT WHEELS & TIRES

Parts

Part #	Qty	Description	Price	Discount	Total
17210-MKS-E00	2.00	ELEMENT, AIR CLEANER	\$41.99	\$0.00	\$83.98

Parts Subtotal **\$83.98**

Labor

Description	Technician	Hours	Total
12K MILE SERVICE		3	\$447.00
REMOVE & REINSTALL POLICE EMERGENCY EQUIPMENT		1.6	\$238.40

Labor Subtotal **\$685.40**

Job Subtotal **\$769.38**

Approve: Decline:

16K MILE SERVICE

Description: PERFORM 16K MILE SERVICE PER SERVICE MANUAL

- INSPECT FUEL LINE
- INSPECT THROTTLE OPERATION
- CLEAN CRANKCASE BREATHER
- REPLACE SPARK PLUGS
- INSPECT VALVE CLEARANCE & ADJUST
- REPLACE ENGINE OIL
- REPLACE ENGINE OIL FILTER
- REPLACE CLUTCH FILTER
- INSPECT ENGINE IDLE SPEED
- INSPECT RADIATOR COOLANT
- INSPECT COOLING SYSTEM
- INSPECT SECONDARY AIR SUPPLY SYSTEM
- INSPECT EVAPORATIVE EMISSION CONTROL SYSTEM
- CLEAN / LUBRICATE & ADJUST DRIVE CHAIN
- INSPECT DRIVE CHAIN SLIDER
- INSPECT BRAKE FLUID
- INSPECT BRAKE PADS WEAR
- INSPECT BRAKE SYSTEM
- INSPECT BRAKE LIGHT SWITCH
- INSPECT HEADLIGHT AIM
- INSPECT CLUTCH SYSTEM
- INSPECT SIDESTAND
- INSPECT SUSPENSION
- CLEAN SPARK ARRESTER
- INSPECT NUTS, BOLTS, FASTENERS
- INSPECT WHEELS & TIRES
- INSPECT STEERING HEAD BEARINGS

Parts

Part #	Qty	Description	Price	Discount	Total
15410-MFJ-D02	1.00	FILTER, OIL	\$20.99	\$0.00	\$20.99
08C35-A14WOM	5.00	OIL HP4 10W40 W/O MOLY QT	\$12.99	\$0.00	\$64.95
12391-HL4-000	1.00	GASKET, HEAD COVER	\$29.99	\$0.00	\$29.99
94109-12000	2.00	WASHER DRN PLG 12MM	\$1.99	\$0.00	\$3.98
90543-MV9-670	3.00	RUBBER, MOUNTING	\$5.99	\$0.00	\$17.97
31909-MJP-G51	4.00	SPARK PLUG (SILMAR8A9S)	\$35.99	\$0.00	\$143.96
78-9941	1.00	MAXIMA CONTACT CLEANER 13 OZ	\$10.99	\$0.00	\$10.99

Parts Subtotal **\$292.83**

Labor

Description	Technician	Hours	Total
REMOVE & REINSTALL POLICE EMERGENCY EQUIPMENT		1.6	\$238.40
16K MILE SERVICE		7.7	\$1,147.30

Labor Subtotal **\$1,385.70**

Job Subtotal **\$1,678.53**

Approve: Decline:

24K MILE SERVICE

Description: PERFORM 24K MILE SERVICE PER SERVICE MANUAL

- INSPECT FUEL LINE
- INSPECT THROTTLE OPERATION
- REPLACE AIR CLEANERS
- CLEAN CRANKCASE BREATHER
- REPLACE ENGINE OIL
- REPLACE ENGINE OIL FILTER
- REPLACE CLUTCH FILTER
- INSPECT ENGINE IDLE SPEED
- INSPECT RADIATOR COOLANT

- Description:-** INSPECT COOLING SYSTEM
 - CLEAN / LUBRICATE & ADJUST DRIVE CHAIN
 - INSPECT DRIVE CHAIN SLIDER
 - INSPECT BRAKE FLUID
 - INSPECT BRAKE PADS WEAR
 - INSPECT BRAKE SYSTEM
 - INSPECT BRAKE LIGHT SWITCH
 - INSPECT HEADLIGHT AIM
 - INSPECT CLUTCH SYSTEM
 - INSPECT SIDESTAND
 - INSPECT SUSPENSION
 - CLEAN SPARK ARRESTER
 - INSPECT NUTS, BOLTS, FASTENERS
 - INSPECT WHEELS & TIRES
 - INSPECT STEERING HEAD BEARINGS

Parts

Part #	Qty	Description	Price	Discount	Total
17210-MKS-E00	2.00	ELEMENT, AIR CLEANER	\$41.99	\$0.00	\$83.98
94109-12000	2.00	WASHER DRN PLG 12MM	\$1.99	\$0.00	\$3.98
15410-MFJ-D02	1.00	FILTER, OIL	\$20.99	\$0.00	\$20.99
78-9941	1.00	MAXIMA CONTACT CLEANER 13 OZ	\$10.99	\$0.00	\$10.99
08C35-A14W0M	5.00	OIL HP4 10W40 W/O MOLY QT	\$12.99	\$0.00	\$64.95

Parts Subtotal \$184.89

Labor

Description	Technician	Hours	Total
REMOVE & REINSTALL POLICE EMERGENCY EQUIPMENT		1.6	\$238.40
24K MILE SERVICE		4.6	\$685.40

Labor Subtotal \$923.80

Job Subtotal \$1,108.69

Approve: Decline:

All Jobs Subtotal:	\$4,551.93
Hazardous Waste Disposal:	\$22.00
Tax:	\$57.16
Total:	\$4,631.09
Less Deposits:	\$0.00
Total Due:	\$4,631.09

Labor rate is \$149.00 per hour.

All warranty work is subject to a charge of \$149.00 to perform diagnostics work.

THIS DEALER IS REQUIRED BY LAW TO CHARGE A NONREFUNDABLE \$1 CALIFORNIA BATTERY FEE AND A REFUNDABLE DEPOSIT FOR EACH LEAD-ACID BATTERY PURCHASED. A CREDIT OF THE SAME AMOUNT AS THE REFUNDABLE DEPOSIT WILL BE ISSUED IF A USED LEAD-ACID BATTERY IS RETURNED AT THE TIME OF PURCHASE OR UP TO 45 DAYS LATER ALONG WITH THIS DEALERS RECEIPT.

Any after market accessories which are installed and fail after the unit has left our premises may require an additional charge for labor, even if the accessories are under manufacturer's warranty. The owner of the unit will be responsible for the labor to replace faulty parts.

Final repair totals may vary within 10% of original estimate.

All units subject to a storage charge of \$35.00 per day after completion. Any vehicle which is stored by our facility for collision repair and not repaired will accumulate storage charges from the day the unit was dropped off along with any estimate charges.

Always check engine oil before riding and perform a pre-ride inspection.

- 30 Day warranty on all repairs
- 30 Day warranty on carb cleans
- 180 Day warranty on parts

Service department is closed for pick up or drop off on Sundays and before or after hours.
 Pick up and Drop off is available Monday - Friday from 9am to 6pm and Saturday from 9am to 6pm.

Huntington Beach Honda is not responsible for your personal items ...
Please take your jackets, helmets, gloves and other personal items home when leaving your bike.

Thank you for your business.

Check us out @ www.hbhonda.com, or find us on Facebook and Instagram @hbhonda
17555 Beach Blvd Huntington Beach, CA 92647 714-842-5533
BAR ARD00491067 CERS 10555795

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"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
1/10/2025

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

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

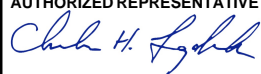
PRODUCER Doxsee Foster & Associates Insurance Brokers 600 Hampshire Road, Suite 210 Westlake Village CA 91361 License#: 0M93299	CONTACT NAME: Carlos Bolivar PHONE (A/C. No. Ext): 18007598378 E-MAIL ADDRESS: zyndi@doxseefoster.com	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Huntington Beach Motorsports Inc. dba Huntington Beach Honda 17555 Beach Blvd Huntington Beach CA 92647	INSURER A: Homesite Insurance Company		17221
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES PROD / CUSTOMER ID: HUNTBEA-04 **CERTIFICATE #:** 2099075956 **REVISION #:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS	Y		KDSL900512-02	9/1/2024	9/1/2025	AUTO ONLY (Ea accident)	\$ 1,000,000
							OTHER THAN AUTO ONLY	EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 3,000,000
A	GARAGE KEEPERS LIABILITY <input checked="" type="checkbox"/> LEGAL LIABILITY <input type="checkbox"/> DIRECT BASIS <input type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS			KDSL900512-02	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> COMP / OTC SPECIFIED PERILS <input checked="" type="checkbox"/> COLLISION <input type="checkbox"/> LOC <input type="checkbox"/> LOC	\$ 300,000 \$ \$ 300,000 \$
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			KDSL900512-02	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is named Additional Insured but only insofar as operations under the agreement are concerned

CERTIFICATE HOLDER City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers 415 Diamond St. Redondo Beach CA 90277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SABLE COMPUTER INC. DBA KIS, KIS COMPUTER CENTER, KEEP IT
SIMPLE**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Sable Computer Inc., a California corporation dba KIS, KIS Computer Center, Keep it Simple ("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".

* * * * *

GENERAL PROVISIONS

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

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

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

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

violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

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

14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

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

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

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; 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.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. 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.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND LEADING RESOURCES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Leading Resources, Inc., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

* * * * *

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, 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, or military and veteran status. 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



Administrative Report

H.6., File # 25-0416

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

AUTHORIZE THE CITY CLERK TO POST A VACANCY ON THE BUDGET & FINANCE COMMISSION DUE TO CHADWICK CASTLE'S ELECTION AS DISTRICT 2 CITY COUNCILMEMBER

EXECUTIVE SUMMARY

Chadwick Castle was appointed to the Budget & Finance Commission on October 1, 2022 for a term ending September 30, 2026.



Administrative Report

H.6., File # 25-0416

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

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EXECUTIVE SUMMARY

Chadwick Castle was appointed to the Budget & Finance Commission on October 1, 2022 for a term ending September 30, 2026.



Administrative Report

H.7., File # 25-0422

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ACCEPT AS COMPLETE THE ANITA STREET AT PACIFIC COAST HIGHWAY TO MARIA AVE STREET IMPROVEMENTS (WESTBOUND CHANNELIZATION) PROJECT, JOB NO. 41240, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER AND TO RELEASE THE RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

EXECUTIVE SUMMARY

The Anita Street at Pacific Coast Highway (PCH) to Maria Avenue Street Improvements (Westbound Channelization) Project, Job No. 41240 (Project), funded by Los Angeles County Metropolitan Transit Authority (Metro) Measure R Funds and recommended by the South Bay Cities Council of Governments (SBCCOG), was constructed to improve the operations of the intersection of Anita Street and PCH by enhancing the channelization of the west bound approach lanes on Anita Street between PCH and Maria Avenue.

On March 5, 2024, the City Council awarded Hardy & Harper, Inc. (Contractor), a public works contract in the amount of \$213,800 for construction of the Project. During construction the project experienced several delays that were outside of the Contractor's control, including permits required by Caltrans at the PCH intersection for traffic control and new traffic signal loops, and repair of a sinkhole that developed due to heavy rain.

Additionally, the City Council approved a change order to upgrade the median design and to pave extra roadway along Anita to improve visibility and driver understanding of the approach lanes, bringing the total cost of Project construction to \$711,245.88, which was fully funded by Metro Measure R Funds. The Project is now complete and ready to be considered for formal acceptance by the City Council. Once accepted, staff will close out the Project, which includes recordation of the Notice of Completion with the County Registrar-Recorder's Office, and release of the retention payment after the 35-day waiting period, subject to no claims being submitted.

BACKGROUND

On March 5, 2024, the City Council awarded a public works contract for \$213,800 for construction of the Project. Construction began on June 10, 2024.

After contract award, and given the significant availability of Measure R Funds for the work, staff

recommended additional improvements be made to the median along Anita St. to replace decades old colored concrete with pavers that match the median west of PCH. On June 6, 2024, the City Council approved the recommended Change Order (No. 1), for an amount of \$104,597.

During Project construction, a manhole, hidden under the tree in the median island, was exposed and required grade adjustment. Additionally, a portion of the street pavement collapsed in the area exposing a large sinkhole that required immediate repair to ensure safe travel conditions. The City Engineer authorized this Change Order (No. 2) for an amount of \$22,724.01.

On October 15, 2024, the City Council approved two additional change orders. Change Order No. 3 authorized the additional supplies (over the bid item quantities) necessary to repair the damaged asphalt (potholes) in the vicinity of the project area for an amount of \$120,446.20. Change Order No. 4 authorized the cold mill and overlay of the entire east and westbound lanes of Anita St. between PCH and Maria Avenue for an amount of \$250,775. Overall, the change orders served to improve visibility and navigation of the new lane lines. The old lane lines were ground off, but the “scars” were still visible, creating some confusion for motorists in difficult lighting or adverse weather conditions. Completely removing all scaring by cold milling the lanes and overlaying them with fresh asphalt provided a new surface for the striping configuration which improved visibility. City staff also confirmed with Metro that this additional work would be covered by the Metro Measure R funds that funded the Project.

The following is the summary of the contract modification due to all previously approved change orders:

Work Authorized in the Base Contract	\$213,800.00
Change Order No.1 - Median Hardscape Modifications	\$104,597.00
Change Order No. 2 - Adjust Manhole and Repair Sinkhole. \$	22,724.01
Change Order No.3 - Additional Bid Quantity.....	\$120,446.20
Change Order No. 4 - Cold Mill and Overlay	<u>\$250,775.00</u>
Revised Contract Amount	\$712,342.21
Total Quantities Discount	<u>(\$ 1,096.33)</u>
Final cost of construction of the Project	\$711,245.88

The final cost of the Project is slightly less than the contracted amount due to a small difference in quantities approved in the final pay applications. City Council approved Change Orders #1, #3, and #4, and Change Order #2 fell within the City Engineer’s authority for such changes provided by City Policy (APP 14.1). City staff provided the Construction Management and Inspection services for this Project.

Construction is now finished and the Project is ready for City Council to accept the work as complete and authorize the City Engineer to file a Notice of Completion with the Los Angeles County Registrar-Recorder’s Office. Approval of the staff recommendation will conclude the administrative closeout of the construction contract, and authorize the release of retention after 35 days, assuming no claims are made against the Project.

COORDINATION

Construction of the Project was coordinated with the Caltrans' Permits Division. Project progress and associated Regional Measure R fund expenditures were coordinated with the Metro Project Manager and SBCCOG. All quarterly expenditures for the Project are paid by Metro to the City on a cost reimbursement basis.

FISCAL IMPACT

Construction of the Project was funded entirely by Metro Regional Measure R Funds.

<u>Funding</u>	<u>Measure R</u>	<u>Final Expenditures</u>	
Anita St. at PCH to Maria Project #41240	\$2,400,000	Final Construction Cost	\$ 711,245.88
Total	\$2,400,000	Total	\$711,245.88

APPROVED BY:

Mike Witzansky, City Manager



Administrative Report

H.7., File # 25-0422

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

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COORDINATION

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Total	\$2,400,000	Total	\$711,245.88

APPROVED BY:

Mike Witzansky, City Manager



Administrative Report

H.8., File # 25-0394

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE PURCHASE OF THREE 2025 VEHICLES FROM OLATHE FORD SALES INC. FOR USE BY THE POLICE DEPARTMENT, INVESTIGATIONS DIVISION, FOR A TOTAL COST OF \$158,886

EXECUTIVE SUMMARY

Recommended is the purchase of three vehicles for use by the Police Department, Investigations Division, that will replace vehicles at the end of their scheduled life cycle. The vehicles were approved as part of the budget adoption process. Competitive pricing for the vehicles was secured through the City’s regular purchasing procedures.

BACKGROUND

In June 2024, the City Council approved Decision Package #26 - *Vehicle Replacement Purchases*, which set aside \$1,394,280 for the replacement of 21 City vehicles and equipment in the FY 2024-25 budget, including Unit #688, which is recommended for purchase at this time. Also recommended for replacement are Unit #620 and Unit #622, which were approved for replacement as part of the FY 2023-24 budget adoption process through the approval of Decision Package #39 -*Vehicle Replacement Purchases*. No suitable vehicles were available for purchase during FY 23-24 due to supply chain issues, so the purchases were deferred to FY 24-25.

At this time, staff recommends the purchase of one Chrysler Pacifica (Unit #688 Quote - \$58,465), one Ford F-150 (Unit #620 Quote - \$55,574), and one Hyundai Santa Fe (Unit #622 - Quote - \$44,848) to replace the current vehicles for a total cost of \$158,886.43. These units meet the operational needs of the Police Department, Investigations Division. The initial funding set aside for the purchase of these vehicles is \$140,865. There is sufficient funding available in the current Public Works Department, Fleet Division, Vehicle Replacement Operating Budget to cover the overage of \$18,022.

Existing Units Approved For Replacement					
UNIT	YEAR	DESCRIPTION	ASSIGNED	DEPT	TOTAL FUNDING
688	2018	HONDA ODYSSEY VAN	INVESTIGATIONS-SIU	P	\$ 53,622
620	2016	FORD UTILITY	INVESTIGATIONS SIU	P	\$ 43,652
622	2017	DODGE DURANGO SUV SIU	INVESTIGATIONS-SIU	P	\$ 43,590

If approved by the City Council, the vehicles will be ordered and are anticipated to be delivered to the

City in the next one-to-two months.

The vehicles recommended for purchase have been selected through the City's regular purchasing procedures. The procedures contain a number of competitive purchasing options including the use of a Piggyback Bid, which utilizes another public entity's recent Request for Proposal or Bid, or the Sourcewell Cooperative Purchasing Program. Cooperative purchasing programs provide valuable benefits to state and local governments. By attaching to national or regional cooperatives, an agency has immediate access to legitimately solicited contracts, guaranteed pricing, and delivery options without expending staff resources on the preparation of its own request for bids. Pricing is often attractive because of the purchasing power of these cooperatives. If approved, the recommended vehicles in this report would be acquired via Sourcewell master vehicle contract #032824.

COORDINATION

The Public Works Department coordinated this report with the Financial Services and Police Departments.

FISCAL IMPACT

Funding for the purchase of the three vehicles, at a total cost of \$158,886.43, is available in the Public Works Department's Fleet Operating Budget. No additional appropriation is required to complete the purchase.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Quote Unit #688 Chrysler Pacifica from Olathe Ford Sales Inc.
- Quote Unit #620 F-150 from Olathe Ford Sales Inc.
- Quote Unit #622 Hyundai Santa Fe from Olathe Ford Sales Inc.



Administrative Report

H.8., File # 25-0394

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

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APPROVED BY:

Mike Witzansky, City Manager

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OLATHE FORD
 SANDRA GONZALEZ
 GOVERNMENT FLEET SOLUTIONS TEAM
 DIRECT - 505-850-5504

Purchase Order / Quote

Date	3/10/25
Valid Until	4/10/25
Contract	SOURCEWELL - 032824
PO	
Lead Time	IN STOCK

Customer:
 REDONDO BEACH

Invoice Address:
 Same

Delivery Address:

Description	Line Total				
<p style="text-align: center;">CHRYSLER PACIFICA SELECT Exterior Color: Gray-Coat Exterior Paint Interior Color: Black / Black / Black Interior Colors Interior: Caprice Leatherette Bucket Seats Engine: 3.6L V6 24V VVT Engine with Stop/Start Transmission: 9-Speed Automatic Transmission</p>	\$46,992.00				
<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;"> Adaptive Cruise Control with Stop and Go Blind-Spot and Rear Cross-Path Detection Lane-Departure Warning Plus Full-Speed Forward-Collision Warning Plus Pedestrian Emergency Braking Advanced Brake-Assist ParkView® Rear Back-Up Camera ParkSense® Rear Park-Assist with Stop AWD Suspension Rain-Sensitive Windshield Wipers Advanced Multistage Front Air Bags Driver Inflatable Knee-Bolster Air Bag Passenger Inflatable Knee-Bolster Air Bag Supplemental Side-Curtain All-Rows Air Bags Supplemental Front Seat-Mounted Side Air Bags LATCH-Ready Child-Seat Anchor System </td> <td style="width: 25%;"> 2nd and 3rd-Row Stow 'n Go® Seats with Easy-Tilt 8-Way Power Adjustable Driver Seat Heated Steering Wheel Heated Front Seats Driver-Seat Memory Floor Console with Covered Storage 2nd-Row In-Floor Storage Bins A/C with 3-Zone Automatic Temperature Control Uconnect® 5 with 10.1-Inch Touch Screen Display SiriusXM® with 3-Month Radio Sub Apple CarPlay® Google Android Auto™ 4G LTE Wi-Fi Hot Spot Trial Incl (NA in PR or USVI) Universal Garage-Door Opener Handsfree Phone and Audio Automatic-Dimming Rear-View Mirror Power Front and Rear Windows 1-Touch Up / Down Chrysler Connect (Connected Services) </td> <td style="width: 25%;"> 18-Inch x 7.5-Inch Painted Aluminum Wheels 245/60R18 BSW All-Season Self-Sealing Tires Bi-Function LED Projector Headlamps LED Front Fog Lamps Automatic Headlamps LED Tail Lamps Power Liftgate Power Sliding Doors </td> <td style="width: 25%;"> Rear-Seat Reminder Alert Sentry Key® Theft Deterrent System Remote Proximity Keyless Entry for All Doors Push-Button Start Remote Start System </td> </tr> </table>	Adaptive Cruise Control with Stop and Go Blind-Spot and Rear Cross-Path Detection Lane-Departure Warning Plus Full-Speed Forward-Collision Warning Plus Pedestrian Emergency Braking Advanced Brake-Assist ParkView® Rear Back-Up Camera ParkSense® Rear Park-Assist with Stop AWD Suspension Rain-Sensitive Windshield Wipers Advanced Multistage Front Air Bags Driver Inflatable Knee-Bolster Air Bag Passenger Inflatable Knee-Bolster Air Bag Supplemental Side-Curtain All-Rows Air Bags Supplemental Front Seat-Mounted Side Air Bags LATCH-Ready Child-Seat Anchor System	2nd and 3rd-Row Stow 'n Go® Seats with Easy-Tilt 8-Way Power Adjustable Driver Seat Heated Steering Wheel Heated Front Seats Driver-Seat Memory Floor Console with Covered Storage 2nd-Row In-Floor Storage Bins A/C with 3-Zone Automatic Temperature Control Uconnect® 5 with 10.1-Inch Touch Screen Display SiriusXM® with 3-Month Radio Sub Apple CarPlay® Google Android Auto™ 4G LTE Wi-Fi Hot Spot Trial Incl (NA in PR or USVI) Universal Garage-Door Opener Handsfree Phone and Audio Automatic-Dimming Rear-View Mirror Power Front and Rear Windows 1-Touch Up / Down Chrysler Connect (Connected Services)	18-Inch x 7.5-Inch Painted Aluminum Wheels 245/60R18 BSW All-Season Self-Sealing Tires Bi-Function LED Projector Headlamps LED Front Fog Lamps Automatic Headlamps LED Tail Lamps Power Liftgate Power Sliding Doors	Rear-Seat Reminder Alert Sentry Key® Theft Deterrent System Remote Proximity Keyless Entry for All Doors Push-Button Start Remote Start System	
Adaptive Cruise Control with Stop and Go Blind-Spot and Rear Cross-Path Detection Lane-Departure Warning Plus Full-Speed Forward-Collision Warning Plus Pedestrian Emergency Braking Advanced Brake-Assist ParkView® Rear Back-Up Camera ParkSense® Rear Park-Assist with Stop AWD Suspension Rain-Sensitive Windshield Wipers Advanced Multistage Front Air Bags Driver Inflatable Knee-Bolster Air Bag Passenger Inflatable Knee-Bolster Air Bag Supplemental Side-Curtain All-Rows Air Bags Supplemental Front Seat-Mounted Side Air Bags LATCH-Ready Child-Seat Anchor System	2nd and 3rd-Row Stow 'n Go® Seats with Easy-Tilt 8-Way Power Adjustable Driver Seat Heated Steering Wheel Heated Front Seats Driver-Seat Memory Floor Console with Covered Storage 2nd-Row In-Floor Storage Bins A/C with 3-Zone Automatic Temperature Control Uconnect® 5 with 10.1-Inch Touch Screen Display SiriusXM® with 3-Month Radio Sub Apple CarPlay® Google Android Auto™ 4G LTE Wi-Fi Hot Spot Trial Incl (NA in PR or USVI) Universal Garage-Door Opener Handsfree Phone and Audio Automatic-Dimming Rear-View Mirror Power Front and Rear Windows 1-Touch Up / Down Chrysler Connect (Connected Services)	18-Inch x 7.5-Inch Painted Aluminum Wheels 245/60R18 BSW All-Season Self-Sealing Tires Bi-Function LED Projector Headlamps LED Front Fog Lamps Automatic Headlamps LED Tail Lamps Power Liftgate Power Sliding Doors	Rear-Seat Reminder Alert Sentry Key® Theft Deterrent System Remote Proximity Keyless Entry for All Doors Push-Button Start Remote Start System		
Safety Sphere 360 Surround-View Camera System ParkSense® Front and Rear Park-Assist Parallel and Perpendicular Park-Assist with Stop Interior Protection by Mopar® Rear Cargo Bin Stow 'n Go® Storage All-Weather Cargo Floor Mats Stow 'n Go® All-Weather Floor Mats Bright Door Sills Cargo-Area Liner Dual-Pane Panoramic Sunroof Power Open / Close Shade	\$625.00				
ADD 2 ADDITIONAL KEYS					
TOTAL OPTIONS/OTHER	\$4,170.00				
Subtotal	\$51,787.00				
Sales Tax 0.00%	\$4,919.77				
Tire Tax 0	\$8.75				
Extended Warranty and Maintenance Plan	\$0.00				
Flooring	\$0.00				
Delivery	\$1,300.00				
Docs & Registration	\$449.00				
Total Per Unit less Trade-In	\$58,464.52				
Quantity of Units	1				
Sale Total	\$58,464.52				

Special Notes and Instructions

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 505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

OLATHE FORD
 SANDRA GONZALEZ
 GOVERNMENT FLEET SOLUTIONS TEAM
 DIRECT - 505-850-5504

Date	3/10/25
Valid Until	4/10/25
Contract	SOURCEWELL - 032824
PO	
Lead Time	3 WEEKS

Customer:
 REDONDO BEACH

Invoice Address:
 Same

Delivery Address:

Description	Line Total				
F-150 RK D66705 2024 F-150 4X4 SUPERCREW EXTERIOR 145" WHEELBASE CARBONIZED GRAY METALLIC 2.7L V6 ECOBOOST INTERIOR ELEC TEN-SPEED AUTO TRANS DARK SLATE VINYL 40/20/40	\$48,837.00				
<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;"> EXTERIOR <input type="checkbox"/> DAYTIME RUNNING LAMPS <input type="checkbox"/> EASY FUEL@ CAPLESS FILLER <input type="checkbox"/> FULLY BOXED STEEL FRAME <input type="checkbox"/> HEADLAMPS - AUTO HIGH BEAM <input type="checkbox"/> HEADLAMPS - AUTOLAMP (ON/OFF) <input type="checkbox"/> LED REFLECTOR HEADLAMPS <input type="checkbox"/> LOCKING REMOVABLE TAILGATE <input type="checkbox"/> MANUAL FOLD POWER MIRRORS <input type="checkbox"/> PICKUP BOX TIE DOWN HOOKS <input type="checkbox"/> POWER TAILGATE LOCK <input type="checkbox"/> TRAILER SWAY CONTROL <input type="checkbox"/> WIPERS- INTERMITTENT </td> <td style="width: 25%;"> INTERIOR <input type="checkbox"/> CRUISE CONTROL <input type="checkbox"/> DOOR LOCKS - POWER <input type="checkbox"/> DUAL SUNVISORS <input type="checkbox"/> ILLUMINATED ENTRY <input type="checkbox"/> MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER <input type="checkbox"/> TILT/TELESCOPE STR COLUMN </td> <td style="width: 25%;"> FUNCTIONAL <input type="checkbox"/> AM/FM STEREO <input type="checkbox"/> AUTO HOLD <input type="checkbox"/> BLIS W/CROSS-TRAFFIC ALERT <input type="checkbox"/> CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR <input type="checkbox"/> CURVE CONTROL <input type="checkbox"/> FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM <input type="checkbox"/> LANE-KEEPING SYSTEM <input type="checkbox"/> POST-COLLISION BRAKING <input type="checkbox"/> PRE-COLLISION ASSIST W/AEB <input type="checkbox"/> REVERSE SENSING AND REAR VIEW CAMERA <input type="checkbox"/> SELECTABLE DRIVE MODES <input type="checkbox"/> SYNC@4 W/EVR & 12" SCREEN </td> <td style="width: 25%;"> SAFETY/SECURITY <input type="checkbox"/> ADVANCETRAC™ WITH RSC® <input type="checkbox"/> AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT <input type="checkbox"/> AIRBAGS - SAFETY CANOPY® <input type="checkbox"/> CTR HIGH MOUNT STOP LAMP <input type="checkbox"/> PERIMETER ALARM <input type="checkbox"/> SECURE PKG 1 YR INCLUDED <input type="checkbox"/> SOS POST-CRASH ALERT SYS™ <input type="checkbox"/> TIRE PRESSURE MONIT SYS WARRANTY <input type="checkbox"/> 3YR/36,000 BUMPER / BUMPER <input type="checkbox"/> 5YR/60,000 POWERTRAIN <input type="checkbox"/> 5YR/60,000 ROADSIDE ASSIST </td> </tr> </table>	EXTERIOR <input type="checkbox"/> DAYTIME RUNNING LAMPS <input type="checkbox"/> EASY FUEL@ CAPLESS FILLER <input type="checkbox"/> FULLY BOXED STEEL FRAME <input type="checkbox"/> HEADLAMPS - AUTO HIGH BEAM <input type="checkbox"/> HEADLAMPS - AUTOLAMP (ON/OFF) <input type="checkbox"/> LED REFLECTOR HEADLAMPS <input type="checkbox"/> LOCKING REMOVABLE TAILGATE <input type="checkbox"/> MANUAL FOLD POWER MIRRORS <input type="checkbox"/> PICKUP BOX TIE DOWN HOOKS <input type="checkbox"/> POWER TAILGATE LOCK <input type="checkbox"/> TRAILER SWAY CONTROL <input type="checkbox"/> WIPERS- INTERMITTENT	INTERIOR <input type="checkbox"/> CRUISE CONTROL <input type="checkbox"/> DOOR LOCKS - POWER <input type="checkbox"/> DUAL SUNVISORS <input type="checkbox"/> ILLUMINATED ENTRY <input type="checkbox"/> MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER <input type="checkbox"/> TILT/TELESCOPE STR COLUMN	FUNCTIONAL <input type="checkbox"/> AM/FM STEREO <input type="checkbox"/> AUTO HOLD <input type="checkbox"/> BLIS W/CROSS-TRAFFIC ALERT <input type="checkbox"/> CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR <input type="checkbox"/> CURVE CONTROL <input type="checkbox"/> FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM <input type="checkbox"/> LANE-KEEPING SYSTEM <input type="checkbox"/> POST-COLLISION BRAKING <input type="checkbox"/> PRE-COLLISION ASSIST W/AEB <input type="checkbox"/> REVERSE SENSING AND REAR VIEW CAMERA <input type="checkbox"/> SELECTABLE DRIVE MODES <input type="checkbox"/> SYNC@4 W/EVR & 12" SCREEN	SAFETY/SECURITY <input type="checkbox"/> ADVANCETRAC™ WITH RSC® <input type="checkbox"/> AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT <input type="checkbox"/> AIRBAGS - SAFETY CANOPY® <input type="checkbox"/> CTR HIGH MOUNT STOP LAMP <input type="checkbox"/> PERIMETER ALARM <input type="checkbox"/> SECURE PKG 1 YR INCLUDED <input type="checkbox"/> SOS POST-CRASH ALERT SYS™ <input type="checkbox"/> TIRE PRESSURE MONIT SYS WARRANTY <input type="checkbox"/> 3YR/36,000 BUMPER / BUMPER <input type="checkbox"/> 5YR/60,000 POWERTRAIN <input type="checkbox"/> 5YR/60,000 ROADSIDE ASSIST	
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EQUIPMENT GROUP 103A 1,195.00 <input type="checkbox"/> XL SERIES <input type="checkbox"/> 17" SILVER PAINTED ALUMINUM <input type="checkbox"/> CHROME FRONT/REAR BUMPERS <input type="checkbox"/> PRIVACY GLASS W/REAR DEFROSTE OPTIONAL EQUIPMENT/OTHER .FOG LAMPS .265/70R 17 BSW ALL-TERRAIN 3.55 ELECTRONIC LOCK RR AXLE 470.00 6650# GVWR PACKAGE FRONT LICENSE PLATE BRACKET NO CHARGE BLACK PLATFORM RUNNING BOARDS 250.00 50 STATE EMISSIONS NO CHARGE EXTENDED RANGE 36GAL FUEL TANK VINYL 40/20/40 FRONT SEAT NO CHARGE	(\$2,000.00) 2 ADDITIONAL BASIC KEYS \$395.00 TOTAL OPTIONS/OTHER \$1,915.00				
Subtotal	\$49,147.00				
Sales Tax 0.00%	\$4,668.97				
Tire Tax 0	\$8.75				
Extended Warranty and Maintenance Plan	\$0.00				
Flooring	\$0.00				
Delivery	\$1,300.00				
Docs & Registration	\$449.00				
Total Per Unit less Trade-In	\$55,573.72				
Quantity of Units	1				
Sale Total	\$55,573.72				

Special Notes and Instructions

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 Date _____

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1845 E SANTA FE, OLATHE, KS 66062
 505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

Purchase Order / Quote

OLATHE FORD
 SANDRA GONZALEZ
 GOVERNMENT FLEET SOLUTIONS TEAM
 DIRECT - 505-850-5504

Date	3/12/25
Valid Until	4/12/25
Contract	SOURCEWELL - 032824
PO	
Lead Time	3 WEEKS

Customer:
 REDONDO BEACH

Invoice Address:
 Same

Delivery Address:

Description	Line Total	
<p style="text-align: center;">2025 SANTA FE SEL 2.5T FWD EXTERIOR COLOR: SHIMMERING SILVER INTERIOR/SEAT COLOR: BLACK/BLACK</p>	\$38,102.00	
<p>STANDARD FEATURES: AMERICA'S BEST WARRANTY 5-year/60,000-mile New Vehicle Warranty* 10-year/100,000-mile Powertrain Warranty* 10-year/100,000-mile Hybrid System Components Warranty* 10-year/100,000-mile Hybrid Battery Warranty* 7-year/Unlimited-mile Anti-perforation Warranty* 3-year/36,000-mile Complimentary Maintenance* 5-year/Unlimited-mile Roadside Assistance *Limited warranties, see dealer for details</p> <p>Limited warranties, see dealer for details ADVANCED SAFETY TECHNOLOGIES Front, Front Side, Side-Curtain, & Rear Side Forward Collision-Avoidance Assist Lane Keeping Assist; Lane Following Assist Driver Attention Warning Forward Attention Warning Blind-Spot Collision Warning Rear Cross-Traffic Collision-Avoidance Assist Rearview Camera Safe Exit Warning Rear Occupant Alert Immobilizer</p> <p>Rearview Camera POWERTRAIN TECHNOLOGY 2.5L Turbocharged 4-Cylinder Engine w/ GDI and MPI 8-speed Wet Dual Clutch Transmission w/ Paddle Shifters Idle Stop & Go (ISG) Electronic Parking Brake w/ Auto Hold</p> <p>EXTERIOR 18" Alloy Wheels LED Headlights, Taillights & Daytime Running Lights Heated Side Mirrors w/ Turn Signal Indicators Roof Side Rails Power Liftgate w/ Extra Wide Opening</p> <p>COMFORT & CONVENIENCE(cont.) SiriusXM® w/ 90-Day Platinum trial subscription; Not Available in AK & HI Blueink+ All-Inclusive Connected Services (enrollment required) Temporary Spare</p>		
<p>Power Liftgate w/ Extra Wide Opening COMFORT & CONVENIENCE Proximity Key w/ Push Button Start / Digital Key Dual Auto Temperature Control w/ 2nd & 3rd Row Air Vents H-Tex® Seating Surfaces Smart Cruise Control w/ Stop & Go Power Driver's Seat w/ Lumbar Support Heated Front Seats 60/40 Split Folding 2nd Row Seats 50/50 Split Folding 3rd Row Seats Wireless Phone Charger (Single) Front and 2nd Row USB Charging Ports Tilt & Telescopic Leather-Wrapped Steering Wheel Bluetooth Hands-Free System 12.3" Color Touchscreen Audio Display [w/ AM/FM/HD Radio®] Wireless Android Auto & Apple CarPlay Digital Key</p>	<p>ADDED FEATURES: *Carpeted Floor Mats \$210.00 *Cargo Net \$55.00 *Cargo Cover \$190.00 *Roadside Assistance Kit \$70.00 *First Aid Kit \$30.00 *Mud Guards \$130.00 *Wheel Locks \$70.00</p> <p>2 ADDITIONAL KEYS</p>	\$595.00
	TOTAL OPTIONS/OTHER	\$655.00
	Subtotal	\$39,352.00
	Sales Tax 0.00%	\$3,738.44
	Tire Tax 0	\$8.75
	Extended Warranty and Maintenance Plan	\$0.00
	Flooring	\$0.00
	Delivery	\$1,300.00
	Docs & Registration	\$449.00
	Total Per Unit less Trade-In	\$44,848.19
	Quantity of Units	1
	Sale Total	\$44,848.19

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Administrative Report

H.9., File # 25-0336

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2504-019 OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE DESCRIBING THE MAINTENANCE AND IMPROVEMENT OF STREET LIGHTS AND LANDSCAPING IN THE CITY OF REDONDO BEACH, CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026.

EXECUTIVE SUMMARY

As part of the annual process to levy and collect assessment fees for the City's Street Landscaping and Lighting Assessment District (District), the City Council is required to adopt a resolution ordering the City Engineer to prepare and file a report on the proposed assessments. Staff intends for the City Council to receive the report on May 6, 2025, and hold a public hearing on the assessment on June 3, 2025.

BACKGROUND

Section 22500 et seq. of the Streets and Highways Code requires the City Council to annually adopt a resolution ordering the City Engineer to prepare and file a report on the proposed assessments for the District. If so ordered, the report will be completed in the next month and will include a diagram of the assessed area, plans and specifications for any proposed improvements funded by the District, and an analysis of assessment district operating revenues and expenditures.

Typically, the report is presented to the City Council for review in May each year with a recommendation to adopt a resolution of intention to levy and collect assessments, and to schedule a public hearing in June to consider final approval of the District's proposed assessment for the coming fiscal year.

The City's Street Landscaping and Lighting Assessment District is a Citywide District that includes approximately 20,000 parcels that are divided into Zones of Benefit per the Street and Highways Code. Zone 1 includes parcels situated along residential streets and Zone 2 includes those situated along boulevards and within commercial areas. It is estimated that 80% of all parcels are within Zone 1 and 20% in Zone 2. For FY 2024-25, the Zone 1 assessment is \$1.48 per foot of street frontage, or \$59.20 for a typical 40 ft. parcel. The Zone 2 assessment is \$3.02 per foot, or \$120.80 for a typical 40 ft. parcel.

The District was formed in 1983 under the requirements of the 1972 Landscaping and Lighting Act. The District operates and maintains the following public improvements: 5,294 Street Lights (3,395 of which are owned and operated by Southern California Edison and 1,899 of which are owned and operated by the City); 100 Signals (57 Traffic, 20 Flashing Yellow Beacon, and 23 Flashing Red Beacon); and 21.85 Acres of Landscaping. In FY 2023-24, the District operated at a deficit and received a \$928,829 subsidy from the General Fund. The budgeted subsidy for FY 2024-25 is \$1,125,701. It is anticipated that a similar subsidy will be required in FY 2025-26.

As described above, a typical home in Redondo Beach with a frontage of 40 feet pays approximately \$59.20 a year for street landscaping and lighting under the District's assessment methodology. This has not changed since 1991, despite the fact that costs to operate the District exceed revenues. In 2006, the City sought voter approval under Proposition 218 to raise the assessment to pay for all District costs. Redondo Beach property owners voted against the proposed fee increase.

Adoption of the attached Resolution will direct and authorize the City Engineer to prepare and file a report on the proposed assessments for FY 2025-26.

COORDINATION

The attached Resolution has been reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

The cost of preparing this Engineer's Report is included in the Public Works Department's adopted FY 2024-25 Annual Budget, and is part of the Department's annual work program.

APPROVED BY

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2504-019 Prepare and File a Report Pursuant to the Landscaping and Lighting Act of 1972



Administrative Report

H.9., File # 25-0336

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2504-019 OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE DESCRIBING THE MAINTENANCE AND IMPROVEMENT OF STREET LIGHTS AND LANDSCAPING IN THE CITY OF REDONDO BEACH, CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026.

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COORDINATION

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FISCAL IMPACT

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APPROVED BY

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2504-019 Prepare and File a Report Pursuant to the Landscaping and Lighting Act of 1972

RESOLUTION NO. CC-2504-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE DESCRIBING THE MAINTENANCE AND IMPROVEMENT OF STREET LIGHTS AND LANDSCAPING IN THE CITY OF REDONDO BEACH, CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2025, AND ENDING JUNE 30, 2026

WHEREAS, the City Council of the City of Redondo Beach ("City Council") formed the Landscaping and Street Lighting District ("District") by a prior resolution pursuant to the Landscaping and Lighting Act of 1972 (the "Act"), Division 15, Part 2 (commencing with Sections 22500 et seq.) of the California Streets and Highways Code; and

WHEREAS, the Act requires that the City of Redondo Beach ("City") adopt a resolution describing any proposed new improvements or substantial changes in existing improvements and order the City Engineer to prepare and file a report to levy annual assessments on the District; and

WHEREAS, the City Council shall order the City Engineer to prepare the report for the fiscal year 2025-2026 in accordance with the provisions of the Act; and

WHEREAS, said report shall include all parcels of land within the City that are designated as part of the District; and

WHEREAS, it is necessary for the City to furnish maintenance and improvement to the street lighting system and certain existing landscaped areas; and

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

SECTION 1. The City Engineer is hereby ordered to prepare and file a report in accordance with the provisions of the Landscaping and Lighting Act of 1972, Division 15, Part 2 (commencing with Sections 22500 et seq.) of the California Streets and Highways Code, to furnish maintenance and improvement to the street lighting system and certain existing landscaped areas for the fiscal year commencing July 1, 2025, and ending June 30, 2026, as set forth in this resolution.

SECTION 2. A certified copy of this resolution be presented to the City Engineer for his information and guidance.

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 1st day of April, 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-2504-019 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 1st day of April, 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



Administrative Report

H.10., File # 25-0448

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE FUNDING AGREEMENT #9200000000M460208 WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY REGARDING THE NORTH REDONDO BEACH BIKEWAY EXTENSION PROJECT

EXECUTIVE SUMMARY

The Los Angeles County Metropolitan Transportation Authority (Metro) Board approved funding for construction of the North Redondo Beach Bikeway Extension and allocated \$1,600,000 of Regional Measure M Funds to the City of Redondo Beach. The Funding Agreement lists a project completion date of October 31, 2025. The project will extend the North Redondo Beach Bikeway (NRBB) by two blocks and improve multi-modal travel for cyclists and pedestrians. The City awarded a construction agreement for the project to Kasa Construction on March 18, 2025 for a total cost of \$1,454,853. The approval of the funding agreement with Metro ensures that the City will be reimbursed for the construction costs associated with the project.

BACKGROUND

Measure M is a one-half cent sales tax approved by the Los Angeles County voters in November 2016 to meet transportation, highway, and transit needs of Los Angeles County. On August 27, 2020, the Metro Board programmed \$1,000,000 in Measure M funds to the City for the construction of the North Redondo Beach Bikeway Extension. On September 26, 2024, the Metro Board programmed an additional \$600,000 for the Project.

The North Redondo Beach Bikeway Extension Project is part of the South Bay Subregion Measure M Multi-Year Subregional Plan - Transportation System & Mobility Improvements Program. The NRBB is located within Southern California Edison right-of-way and is maintained by the City under a license agreement. The travel direction of the NRBB is primarily north-south until Rockefeller Lane when it transitions to an east-west alignment that terminates at Felton Lane. The project will extend the lighted concrete path west from Felton Lane to Inglewood Avenue.

With approval of the Funding Agreement, construction of the NRBB Extension will be coordinated and scheduled with the awarded contractor. Construction is anticipated to begin in July 2025.

COORDINATION

The Funding Agreement has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The allocation of Regional Measure M Funds to the City of Redondo Beach for the NRBB Extension Project currently totals \$1,600,000. It should be noted that the City has requested an additional \$600,000 for the Project, which will be considered by the Metro Board in September or October of 2025, to provide additional contingency funds. If the request is approved, the total allocation for the project would be \$2,200,000. The Measure M funding does not require a local match. The funds are paid to the City on a cost-reimbursement basis.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Measure M Funding Agreement #9200000000M460208



Administrative Report

H.10., File # 25-0448

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
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APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Measure M Funding Agreement #9200000000M460208

**MEASURE M FUNDING AGREEMENT
MULTI-YEAR SUBREGIONAL PROGRAMS**

This Funding Agreement (“FA”) is made and entered into effective as of March 3, 2025 (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and City of Redondo Beach (“GRANTEE”) for North Redondo Beach Bikeway (NRBB) Extension - Felton Lane to Inglewood Avenue, LACMTA Project ID# MM4602.08, (the “Project”). This Project is eligible for funding under Line 66 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 Construction of the Project.

WHEREAS, the LACMTA Board, at its August 27, 2020 meeting, programmed \$1,000,000, in Measure M Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board, at its September 26, 2024 meeting, programmed additional \$600,000, in Measure M Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$500,000 in Measure M Funds in Fiscal Years (FY) 2020-21; \$500,000 in FY 2021-22; and \$600,000 in FY 2024-25. The total designated for Construction of the North Redondo Beach Bikeway (NRBB) Extension - Felton Lane to Inglewood Avenue is \$1,600,000; and

WHEREAS, the LACMTA Board on September 23, 2021 meeting, delegated administrative authority to staff to extend funding agreement lapse dates for Measure M MSP funding agreements to meet environmental, design, right-of-way, and construction time frames; and

WHEREAS, the GRANTEE and LACMTA desire to extend the lapse dates of FY 2020-21 and FY 2021-22 funds to June 30, 2026.

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 Guidelines

7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Bond Requirements
10. 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 N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

Digitally signed by: 4dd8a4b6-
a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-
9907-9b6d6de7c696
Date: 2025.03.10 11:07:45 -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"): North Redondo Beach Bikeway (NRBB) Extension - Felton Lane to Inglewood Avenue – Construction of the Project. LACMTA Project ID# MM4602.08.
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 \$1,600,000 (the "Funds") for the Project. LACMTA Board of Directors' actions of August 27, 2020 and September 26, 2024, granted the Measure M Funds for the Project. The Funds are programmed over three (3) years for Fiscal Years (FY) 2020-21, FY 2021-22, 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. 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 E** 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 F**, 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 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: Annie Chou
LACMTA Project Manager
Mail Stop: 99-23-3
Phone: (213) 418-3453
Email: ChouA@metro.net

14. GRANTEE's Address:

City of Redondo Beach
415 Diamond St.
Redondo Beach, CA 90277
Attention: Jesse Reyes
Title: Capital Projects Program Manager
Phone: (310) 697-3171
Email: jesse.reyes@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# MM4602.08 and FA# 9200000000M460208
Annie Chou; Mail Stop 99-23-3

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 F, 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 (3) 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 thirty (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; and
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) 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
- (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vi) Expending the Funds granted under this FA for allowable costs within **three years (3) or thirty-six (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 2020-21 are subject to lapse by June 30, 2026. All Funds programmed for FY 2021-22 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, and 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 - Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA#: 9200000000M460208

Project Title: North Redondo Beach Bikeway (NRBB) Extension - Felton Lane to Inglewood Avenue Project ID#: MM4602.08

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS	\$ 500,000	\$ 500,000			\$ 600,000		\$ 1,600,000	
SUM PROG LACMTA FUNDS	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 600,000	\$ -	\$ 1,600,000	99%
OTHER NON LACMTA FUNDING:								
LOCAL: CITY FUNDS					\$ 9,208		\$ 9,208	1%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
SUM NON-LACMTA FUNDS	\$ -	\$ -	\$ -	\$ -	\$ 9,208	\$ -	\$ 9,208	1%
TOTAL PROJECT FUNDS	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 609,208	\$ -	\$ 1,609,208	100%

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA#: 920000000M460208
 Project Title: North Redondo Beach Bikeway (NRBB) Extension - Felton Lane to Inglewood Avenue Project ID#: MM4602.08

PROGRAMMED SOURCES OF FUNDS

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									\$0
Right-of-Way Acquisition									\$0
Construction	\$1,000,000	\$600,000							\$1,600,000
Vehicle Purchase									\$0
Others									\$0
Total MEASURE M	\$1,000,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600,000
SUM PROG LACMTA FUNDS:	\$1,000,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600,000
OTHER NON LACMTA FUNDING:									
LOCAL: CITY FUNDS									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction		\$9,208							\$9,208
Vehicle Purchase									\$0
Others									\$0
Total LOCAL	\$0	\$9,208	\$0	\$0	\$0	\$0	\$0	\$0	\$9,208
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE: [INSERT SOURCE]									\$0
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$9,208	\$0	\$0	\$0	\$0	\$0	\$0	\$9,208
PROJECT FUNDING FY2025-26 and FY2026-27	\$1,000,000	\$609,208	\$0	\$0	\$0	\$0	\$0	\$0	\$1,609,208
TOTAL LACMTA FUNDS	\$1,000,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600,000
TOTAL NON-LACMTA FUNDS	\$0	\$9,208	\$0	\$0	\$0	\$0	\$0	\$0	\$9,208
TOTAL PROJECT FUNDING	\$1,000,000	\$609,208	\$0	\$0	\$0	\$0	\$0	\$0	\$1,609,208

**ATTACHMENT C
 SCOPE OF WORK
 CAPITAL PROJECT**

PROJECT NAME: North Redondo Beach Bikeway (NRBB) Extension – Felton Lane to Inglewood Avenue

PROJECT LOCATION/LIMITS/AREA:

The project is located along the Southern California Edison (SCE) right-of-way in the City of Redondo Beach, in the area near the South Bay Galleria.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

This project is part of the South Bay Subregion Measure M Multi-Year Subregional Plan-Transportation System & Mobility Improvements Program. The purpose of this project is to extend the existing NRBB two blocks, improving multi-modal travel for cyclists and pedestrians and reducing congestion by reducing the need for travel via single occupancy vehicles.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Construction	\$1,600,000	\$9,208	\$1,609,208
TOTAL BUDGET COST	\$1,600,000	\$9,208	\$1,609,208

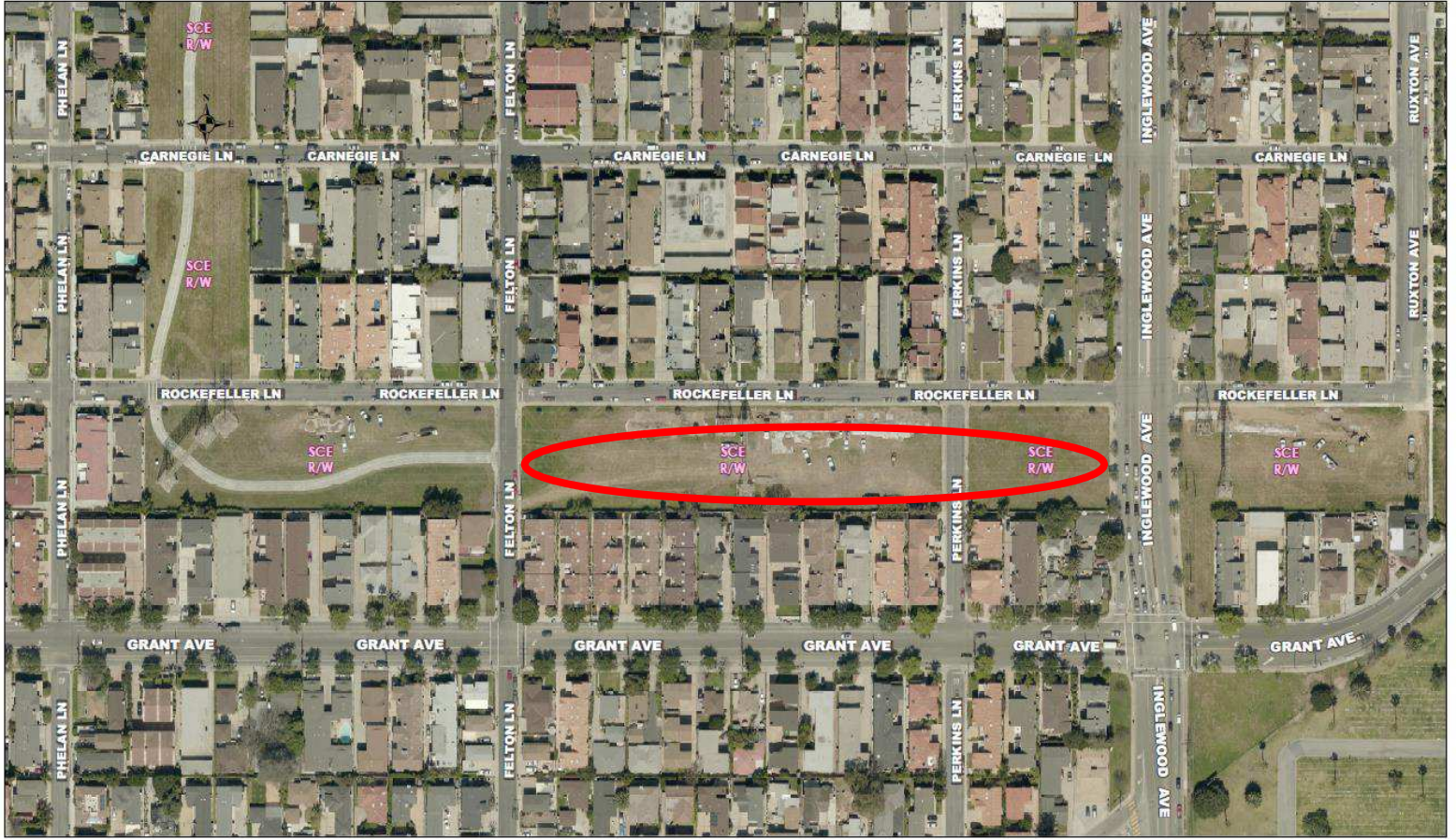
ESTIMATED PROJECT COSTS:

<u>SITE GRADING & DEMOLITION</u>	<u>QTY</u>	<u>UNIT</u>	<u>COST</u>	<u>TOTAL</u>
1 Clear & Grub, Fine Grade	114,266	SF	\$ 0.65	\$ 74,273
2 Sawcut and Remove Ex. Sidewalk, Curb, and Gutter For New Drive Apron	718	SF	\$ 15	\$ 10,770
3 Sawcut and Remove Existing Asphalt Paving For New Drive Apron	209	SF	\$ 30	\$ 6,270
4 Remove Damaged Abandoned Utility Poles	2	EA	\$ 160	\$ 320
5 Install and remove temporary 10' K-rail	1	EA	\$ 1,000	\$ 1,000
6 Install and remove temporary 20' K-rail	18	EA	\$ 1,200	\$ 21,600
7 Soil Import	1,919	CY	\$ 75	\$ 143,925
8 Temporary Construction Signs	1	LS	\$ 2,000	\$ 2,000
9 Traffic Control Plans	1	LS	\$ 19,000	\$ 19,000
10 Storm Water Pollution Prevention Plan Allowance	1	LS	\$ 30,000	\$ 30,000
11 SUBTOTAL				\$ 309,158
<u>SITE CONSTRUCTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>COST</u>	<u>TOTAL</u>
12 Solar Light and Footing	9	EA	\$ 6,000	\$ 54,000
13 Drive Apron, Sidewalk, Curb and Gutter	1	LS	\$ 12,000	\$ 12,000
14 Asphalt patch	1	LS	\$ 2,000	\$ 2,000
15 4" Thick Reinforced Concrete	164	SF	\$ 23	\$ 3,772
16 6" Thick Reinforced Concrete	15,457	SF	\$ 25	\$ 386,425
17 6" x 8" Concrete Curb for Decomposed Granite Path	1,535	LF	\$ 35	\$ 53,725
18 Decomposed Granite and Compacted base	6,891	SF	\$ 6.00	\$ 41,346
19 6" x 6" Planter Mow Curb	76	LF	\$ 23	\$ 1,748
20 Ground Installation	173	EA	\$ 600	\$ 103,800
21 Install Signage	4	EA	\$ 800	\$ 3,200
22 Bike Path Striping	1	LS	\$ 18,000	\$ 18,000
23 SUBTOTAL				\$ 680,016
<u>SITE IRRIGATION</u>	<u>QTY</u>	<u>UNIT</u>	<u>COST</u>	<u>TOTAL</u>
24 Solar Controller	3	EA	\$ 5,000	\$ 15,000
25 Master Control Valve	3	EA	\$ 300	\$ 900
26 Backflow Preventer and Enclosure	3	EA	\$ 4,000	\$ 12,000
27 Main Line and Valves	1,805	LF	\$ 30	\$ 54,150
28 Rotator/Spray Irrigation and Lines	81,909	SF	\$ 3.00	\$ 245,727
29 SUBTOTAL				\$ 327,777
<u>SITE LANDSCAPE</u>	<u>QTY</u>	<u>UNIT</u>	<u>COST</u>	<u>TOTAL</u>
30 1 Gallon shrubs	447	EA	\$ 22	\$ 9,834
31 Amend Soil and Top Mulch	81,909	SF	\$ 0.60	\$ 49,145
32 Provide and Install Hydroseed	77,975	SF	\$ 0.60	\$ 46,785
33 SUBTOTAL				\$ 46,785
34 SUBTOTAL				\$ 1,363,736
35 Contractor General Conditions	8.00%			\$ 109,099
36 Construction Contingency	10.00%			\$ 136,374
37 Total Construction				\$ 1,609,208

PROJECT DETAILED SCHEDULE:

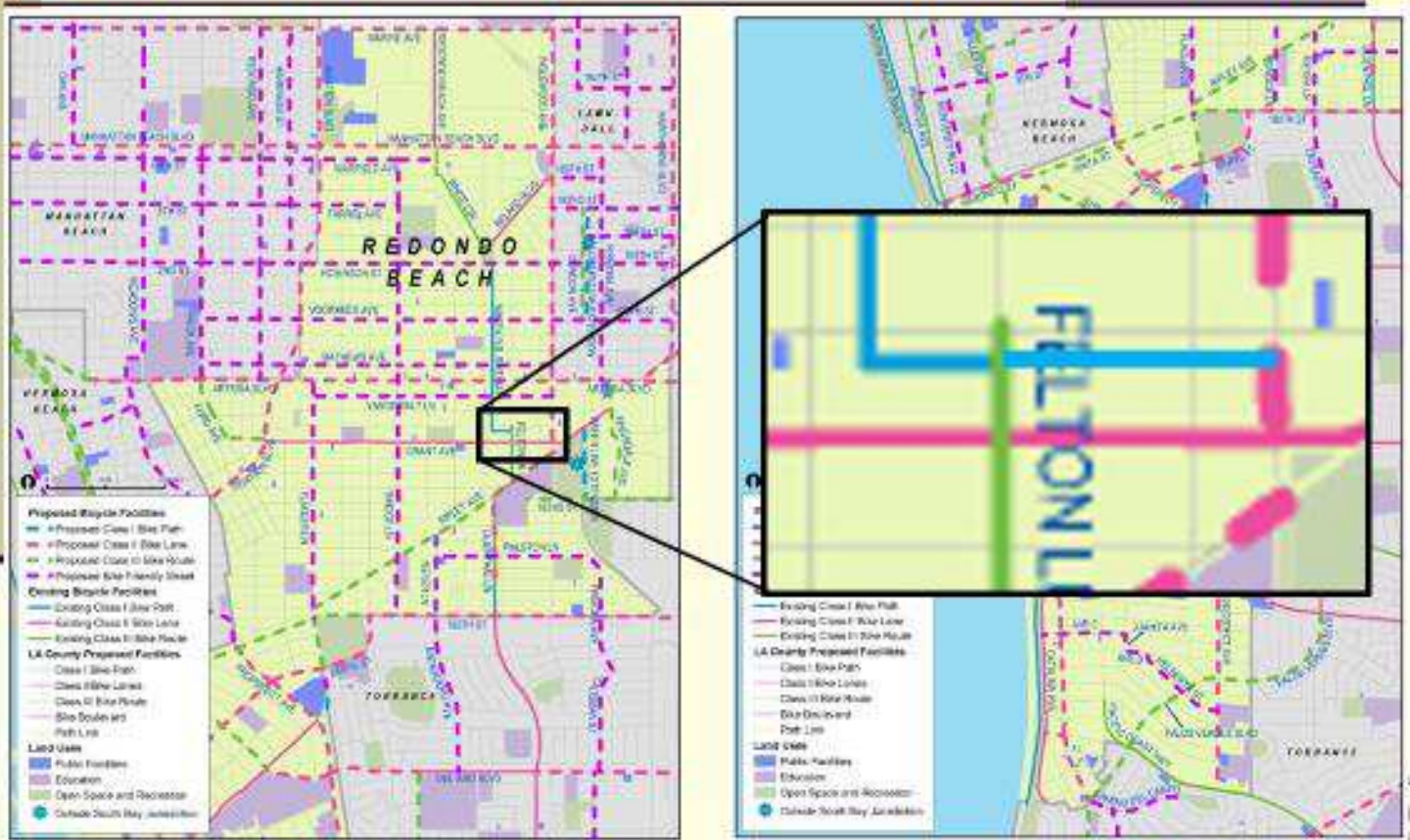
MILESTONES	BEGIN	END	DURATION (MONTHS)
Solicitation (Bid/Proposal)			8
Develop Solicitation Package	9/1/2024	9/30/2024	
Solicitation Response	10/15/2024	11/22/2024	
Evaluations	11/22/2024	12/6/2024	
Selection	12/6/2024	12/6/2024	
Board Approval Process	12/6/2024	12/17/2024	
Contract Award	3/11/2025	3/11/2025	
Fully Executed Contract	4/25/25	4/25/2025	
Excavation			2
Clear/Grub	6/2/2025	6/13/2025	
Survey	6/16/2025	6/27/2025	
Grading	6/30/2025	7/11/2025	
Compaction	7/14/2025	7/25/2025	
Concrete			1
Form Work	7/28/2025	8/8/2025	
Rebar Placement	8/11/2025	8/29/2025	
Pole Placement	8/11/2025	8/29/2025	
Structural			1
Pole Placement	9/15/2025	9/19/2025	
Utilities			2
Cal Water	7/1/2025	9/1/2025	
Materials			4
Staging	5/26/2025	10/10/2025	
Material Lay Down Area	5/26/2025	10/10/2025	
Signage	9/22/2025	9/26/2025	
Electrical			1
A/G Testing/Acceptance	9/22/2025	9/26/2025	
Landscape			2
Clearing	6/2/2025	6/13/2025	
Planting	9/1/2025	9/19/2025	
Irrigation	6/30/2025	8/1/2025	
Testing	8/4/2025	8/15/2025	
Closeout	6/2/2025	10/31/2025	4

PROJECT MAPS:



**NORTH REDONDO BEACH BIKEWAY EXTENSION PROJECT
VICINITY MAP- EXISTING CONDITIONS**

South Bay Bicycle Master Plan



FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) 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 Progress/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 Progress/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 Prpgress/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 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 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#	9200000000M460208
Quarterly Report #	1

**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 \$	LOCAL FUNDS (INC. IN KIND)	TOTAL
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	\$ 1,600,000.00	\$ 9,208.00	\$ 1,609,208.00
% of Project Budget Expended to Date	0%	0%	
Balance Remaining	\$ 1,600,000.00	\$ 9,208.00	\$ 1,609,208.00

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: North Redondo Beach Bikeway (NRBB) Extension - Felton Lane to Inglewood Avenue

FA #: 920000000M460208

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2022-23 2023-24 2024-25
 2025-26 2026-27 2027-28

Quarter : Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

Measure M Multi-Year Subregional Program Type: Transportation System & Mobility Improvements Program

LACMTA Project Manager	Name:	Annie Chou
	Phone Number:	213-418-3453
	E-mail:	ChouA@metro.net

Grantee Contact / Project Manager	Contact Name:	Jesse Reyes
	Job Title:	Capital Projects Program Manager
	Department:	Department of Public Works
	City / Agency:	City of Redondo Beach
	Mailing Address:	415 Diamond St., Redondo Beach, CA 90277
	Phone Number:	310-697-3171
	E-mail:	Jesse.reyes@redondo.org

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.

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 C, 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.
 ACH Payments require registering in LACMTA's iSupplier portal and submitting an application.
 The link to the portal can be found at <http://media.metro.net/uploads/EBB/Vendor%20Portal%20Registration.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 **City of Redondo Beach** 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 BOND REQUIREMENTS

The provisions of this Attachment E 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 E and notify LACMTA of such designations.



Administrative Report

H.11., File # 25-0305

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE A TWO-YEAR AGREEMENT WITH C J CONCRETE CONSTRUCTION, INC. TO PROVIDE SIDEWALK REPAIR SERVICES FOR A TOTAL COST NOT TO EXCEED \$580,000

EXECUTIVE SUMMARY

Approval of this recommendation would award a two-year agreement to C J Concrete Construction, Inc. to provide repair services for damaged sidewalks and other concrete infrastructure such as curbs and gutters, driveway approaches, and curb ramps. The total cost for these as-needed services would not exceed \$580,000.

BACKGROUND

The Public Works Department periodically inspects the 6.7 million square feet of sidewalks throughout Redondo Beach to identify faults that could present trip hazards for pedestrians and expose the City to liability. A majority of faults can be eliminated by grinding away raised sections, or installing small concrete ramps, to smooth out transition areas. However, when faults in sections of sidewalk, curb and gutter, driveway approaches, and curb ramps exceed one and a half inches, they can't be mitigated by basic grinding and ramping and instead require removal and replacement. While the Public Works Department can perform this service in-house, staffing resources are limited to accomplish extensive and systematic concrete removal and replacement. As such, staff recommends the City continue to contract sidewalk replacement services with an outside vendor on an on-call basis to compliment the work of the City's regular maintenance crews. This allows City resources to remain agile and address urgent tasks as they present themselves.

C J Concrete Construction, Inc. of Santa Fe Springs, CA has proposed to provide the desired services for a total cost not to exceed \$580,000. The company specializes in sidewalk replacement work and has extensive experience providing similar services for cities throughout the greater Los Angeles area. They have provided reliable, high-quality, and affordable services for the City since 2022. All work would be directed by the Public Works Department. In addition to concrete replacements throughout the City, \$80,000 would be dedicated to concrete repairs at the Fleet and Street Maintenance areas of the City Yard, and \$100,000 would be dedicated to install additional speed tables that were recently approved by the Council on Avenida Del Norte and Julia Court.

The pricing proposed by C J Concrete Construction, Inc. matches the unit pricing contained in a contract recently awarded to the company by the City of Santa Ana through a competitive bidding process, which satisfies the City's purchasing requirements.

COORDINATION

The Public Works Department prepared the administrative report and the City Attorney's Office prepared the proposed Agreement.

FISCAL IMPACT

The cost to provide on-call sidewalk replacement services will not exceed \$580,000 for the two-year term. Funding for the Agreement is available in the Sidewalk Improvements and Repairs Project (\$400,000) account, the Public Works Facility Infrastructure Project (\$80,000) account, and the Traffic Calming Project (\$100,000) account.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agreement - C J Concrete Construction, Inc.
- Insurance - C J Concrete Construction, Inc.



Administrative Report

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APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agreement - C J Concrete Construction, Inc.
- Insurance - C J Concrete Construction, Inc.

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND C J CONCRETE CONSTRUCTION, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and C J Concrete Construction, Inc., a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action,

proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws.
- a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant

to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first

obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2024

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 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
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		
INSURED C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404		

COVERAGES **CERTIFICATE NUMBER: 108** **REVISION NUMBER: 0**

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC OTHER:	Y	Y	1845023	11/12/2024	11/12/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS & COMP/OP ACC	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS OWNLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1845023	11/12/2024	11/12/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION	N	N	1845025	11/12/2024	11/12/2025	EACH OCCURRENCE	\$8,000,000
							AGGREGATE	\$8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							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)
SEE ATTACHED PAGE

CERTIFICATE HOLDER CITY OF REDONDO BEACH DEPARTMENT OF ENGINEERING AND BUILDING SERVICES 415 DIAMOND ST REDONDO BEACH, CA 90277-2836	108 0	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	-------	---



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404	
POLICY NUMBER SEE CERTIFICATE # 108.0			
CARRIER SEE CERTIFICATE # 108.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 108.0	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: CITY OF REDONDO BEACH 415 DIAMOND ST. REDONDO BEACH, CA 90277
 SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSURED INCLUDES: THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B) ENDORSEMENT.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
 GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
 BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
 SHOULD ANY OF THE POLICIES LISTED BE CANCELED BEFORE THE EXPIRATION DATE THEREOF FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, WE WILL MAIL THE CERTIFICATE HOLDER WRITTEN NOTICE 30 DAYS IN ADVANCE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



Administrative Report

H.12., File # 25-0439

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2504-020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO MARINE MAMMAL CARE CENTER LOS ANGELES

APPROVE A LEASE WITH MARINE MAMMAL CARE CENTER LOS ANGELES FOR OFFICE SPACE WITHIN PIER PLAZA AT 111 W. TORRANCE BLVD., SUITE 150, FOR A TWO-YEAR TERM STARTING ON APRIL 1, 2025

EXECUTIVE SUMMARY

In March 2012, the City of Redondo Beach (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 111 W. Torrance Blvd., Suite 150 (Premises) is approximately 400 square feet in size.

The proposed lease with Marine Mammal Care Center Los Angeles (MMCC) will allow for a 2-year term for the space and includes an option to terminate with a 12-month prior written notice. Monthly rental revenue to the City's Harbor Uplands Fund will be \$3,487 with an annual 3% increase on the anniversary date.

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. MMCC is a non-profit organization that cares for marine mammals that are stranded along the Southern California coastline due to illness, injury, or malnutrition.

On October 15, 2024, the City entered into an agreement with MMCC for marine mammal rescue and recovery services. MMCC's primary duties include providing marine mammal rescue and rehabilitation services such as conducting patrols of the harbor area and maintaining their veterinary hospital and rehabilitation facilities in San Pedro. The premises will be used as an administrative office space to support those services.

The proposed lease carries a 2-year term with a minimum monthly rent of \$800, or approximately \$2

per square foot, with an annual 3% increase on the anniversary date.

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 will accrue to the City's Harbor Uplands Fund. The proposed lease will result in monthly rent of \$800, with an annual increase of 3% each year thereafter. Over the 2-year term of the lease, revenue to the Harbor Uplands Fund will be \$9,600.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2504-020 Leasing Certain Property to Marine Mammal Care Center Los Angeles
- Agmt - Lease Between the City of Redondo Beach and Marine Mammal Care Center Los Angeles



Administrative Report

H.12., File # 25-0439

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

TITLE

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APPROVE A LEASE WITH MARINE MAMMAL CARE CENTER LOS ANGELES FOR OFFICE SPACE WITHIN PIER PLAZA AT 111 W. TORRANCE BLVD., SUITE 150, FOR A TWO-YEAR TERM STARTING ON APRIL 1, 2025

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APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Reso - No. CC-2504-020 Leasing Certain Property to Marine Mammal Care Center Los Angeles
- Agmt - Lease Between the City of Redondo Beach and Marine Mammal Care Center Los Angeles

RESOLUTION NO. CC-2504-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO MARINE MAMMAL CARE CENTER LOS ANGELES

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 Marine Mammal Care Center Los Angeles ("Lease") for the property commonly located at 111 W. Torrance Blvd., Suite 150, Redondo Beach, CA 90277, consisting of approximately 400 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 1st day of April, 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-2504-020 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 1st day of April, 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

**MARINE MAMMAL CARE CENTER LOS ANGELES,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

TENANT

DATED AS OF

APRIL 1, 2025

PIER PLAZA, REDONDO BEACH, CALIFORNIA 90277

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List of Exhibits

- Exhibit "A" - Premises Floor and Site Plans
- Exhibit "B" - Description of Premises, Trade Name and Use of Premises
- 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 **Marine Mammal Care Center Los Angeles**, a California non-profit 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 **111 W. Torrance Blvd., Suite 150**, Redondo Beach, CA 90277, consisting of approximately 400 rentable square feet.
- (b) **Permitted Use:** Office. Use is contingent on Tenant procuring the proper licenses, permits, and permissions from the appropriate local and state government agencies.
- (c) **Lease Term:** 2 years, subject to Landlord's right to earlier termination of this Lease as set forth in Section 2(f).
- (d) **Commencement Date:** Upon lease execution by both parties.
- (e) **Expiration Date:** 2 years after lease execution by both parties.
- (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) **Monthly Rent:** \$800.00
- (h) **Rent per Square Foot:** \$2.00 per square foot. Rent will increase 3% annually beginning on the first anniversary of rent commencement.
- (i) **Operating Expense Base Year:** 2025
- (j) **Utilities:** Included in Base Rent.
- (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:** Parking rates are set forth on the Parking Fee Schedule attached as Exhibit F, which is subject to change from time to time.
- (m) **Security Deposit:** N/A

- (n) **Tenant's Guarantor:** N/A
- (o) **Tenant Improvements:** Landlord will provide basic damage repairs to the window blinds, carpet, doors and walls of the existing space. Otherwise, Tenant to take the space "as-is".
- (p) **Conditional Use Permit (CUP):** If Tenant is required to obtain a CUP then the Commencement Date shall be revised to provide for a reasonable and appropriate amount of time to allow for Tenant's interior improvements (TI's) to be completed.
- (q) **Holdover Rent:** 150 percent of the current Monthly Rent amount.
- (r) **Assessor's ID Number:** 7505-002-908
- (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:** 111 W. Torrance Blvd., Redondo Beach, CA 90277
- (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(1) 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. Landlord shall have the right to enter the Premises during regular business hours 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 One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 untenable 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 untenable 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 untenable by fire or other casualty or any other cause; or (b) the Building is damaged or rendered untenable (whether or not the Premises are damaged or destroyed or rendered untenable) 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 "F" 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 1st day of April, 2025.

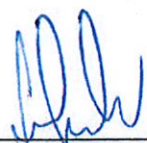
LANDLORD

TENANT

CITY OF REDONDO BEACH

MARINE MAMMAL CARE CENTER LOS ANGELES, a California nonprofit public benefit corporation

James A. Light
Mayor

By: 
Name: JOHN WARNER
Title: CEO

See Attached Certificate
03/27/2025
SJ

ATTEST:

APPROVED:

Eleanor Manzano
City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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 03/27/2025 before me, STEPHEN G MANGOLD, A NOTARY PUBLIC

Date Here Insert Name and Title of the Officer
personally appeared JOHN WARNER
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: OFFICE LEASE - PAB059Jn.doc Document Date: 03/27/2025
Number of Pages: 62 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

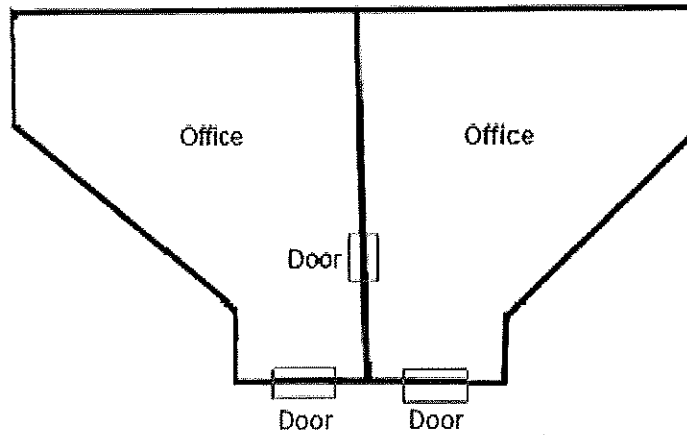
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A

PREMISES FLOOR PLAN AND SITE PLAN

111 W. Torrance Blvd Suite 150
Redondo Beach, CA 90277
400 Square Feet



111 W. Torrance Blvd.

Site Plan

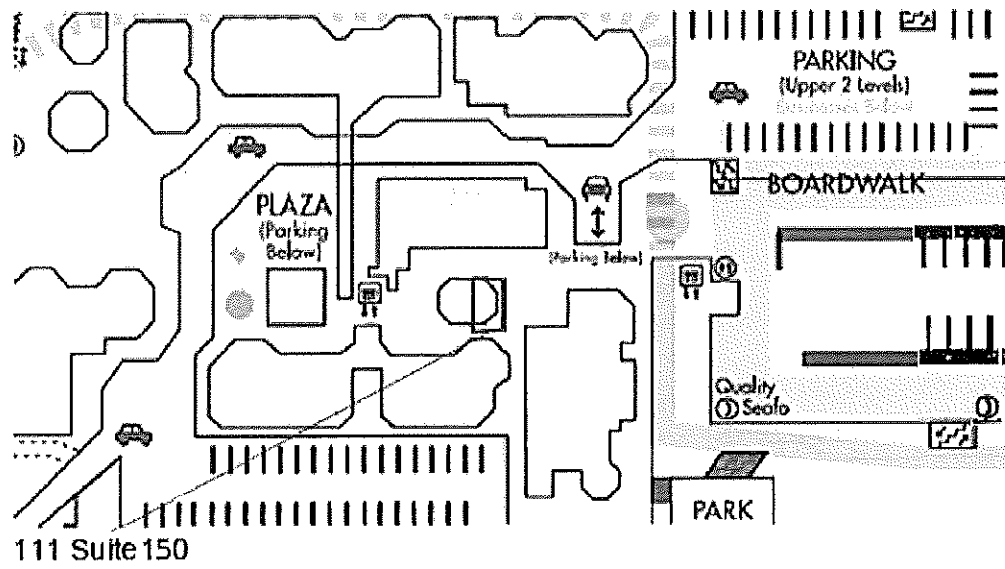


EXHIBIT B**DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES**

Description of Premises: Space located at 111 W. Torrance Blvd., Suite 150, Redondo Beach, CA 90277 consisting of approximately 400 rentable square feet.

Trade Name: Marine Mammal Care Center Los Angeles

Use of Premises: Office space, provided Tenant, if applicable, procures all necessary and proper licenses, permits and permissions from all appropriate government 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 _____ (the "Lease") pursuant to which Landlord is to lease to _____ ("Tenant") those premises generally referred to as _____, Suite ___, 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 are continuing and unconditional.
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 Guaranty is binding upon said corporation in accordance with its terms. If Guarantor is a corporation, Landlord, at its option, may require Guarantor to concurrently, with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY.

Executed on this day of , 202_.

Executed on this day of , 202_.

[If Guarantor is a married individual, Guarantor's spouse must sign this Guaranty]

Address of Guarantor:

Address of Guarantor:

*A. If the person(s) signing this Guaranty on behalf of Guarantor [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Guaranty must be signed by two officers, one being the Chairman of the Board, the Owner or a Vice Owner, 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 Guaranty is signed by one person acting in two capacities, then Guarantor shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Guaranty.

B. If the person(s) signing this Guaranty on behalf of Guarantor [is/are] [an] officers] of a corporation that is incorporated in a state other than California, then Guarantor shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Guaranty.

EXHIBIT D

TENANT ESTOPPEL CERTIFICATE

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of April 1, 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 111 W. Torrance Blvd., Suite 150, 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 _____, 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 _____, 2025 and continues until _____, 2027.

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: Marine Mammal Care Center Los Angeles

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 28 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 H

LEASE CONFIRMATION

TO: Tenant

DATED:

Re: Lease dated April 1, 2025 by and between CITY OF REDONDO BEACH, a chartered city and municipal corporation, as Landlord, and Marine Mammal Care Center Los Angeles, a California non-profit public benefit corporation, as Tenant (the "Lease") for those premises generally referred to as 111 W. Torrance Blvd., Suite 150, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is 4/1/, 2025 and that the Expiration Date of the Lease is 4/1/, 2027, unless earlier terminated.

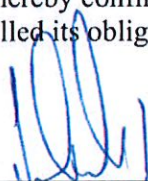
Very truly yours,

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:


3/27/25
CEO

See Attached Certificate
03/27/2025
SH

EXHIBIT I**Tenant Improvements Reimbursement**

Except as provided for in Article 1 (o), the space will be taken "As-Is".

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 April 1, 2025, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord," and Marine Mammal Care Center Los Angeles, hereinafter referred to as "Tenant."

RECITALS

A. Landlord and Tenant have entered in a Lease (the "Lease") dated April 1, 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 two years from the date of commencement of the Lease.

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:

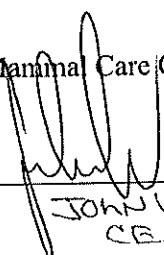
Eleanor Manzano
City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford
City Attorney

Marine Mammal Care Center Los Angeles

By: 
Title: JOHN WARNER
CEO

See Attached Certificate
03/27/2025
SM

EXHIBIT "A" TO MEMORANDUM OF LEASE**LEGAL DESCRIPTION OF PREMISES**

The space located at 111 W. Torrance Blvd., Suite 150 consists of approximately 400 rentable square feet. The premises are a portion of the office and retail development 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. See attached floorplan depicting the premises.

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 }
 } ss.
County of Los Angeles }

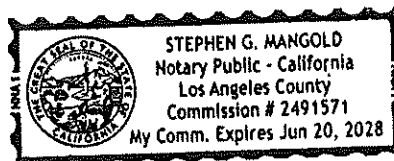
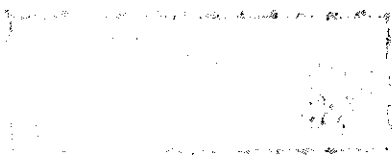
On 03/27, 2025, before me, STEPHEN G. MANGOLD, a Notary Public, personally appeared, JOHN WARNER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

DABE-36

WITNESS my hand and official seal.

Signature *Stephen G. Mangold*
(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.

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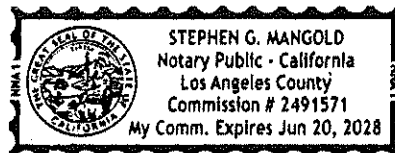
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PAGE 56

WITNESS my hand and official seal.

Signature *Stephen G Mangold*

(seal)





Administrative Report

H.13., File # 25-0424

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: PATRICK BUTER, FIRE CHIEF

TITLE

ADOPT BY TITLE ONLY ORDINANCE NO. 3292-25 AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 4 SECTION 2-4.01 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO FIRE DEPARTMENT RULES AND REGULATIONS, FOR SECOND READING AND ADOPTION

EXECUTIVE SUMMARY

The Fire Department has completed a multi-year transition updating its legacy Rules and Regulations to contemporary Lexipol Policies and Procedures. This has been a collaborative effort with the Redondo Beach Firefighters Association and has modernized and unified agency policies in a way that ensures accountability for best management practices. The legacy Rules and Regulations are referenced in the Redondo Beach Municipal Code (RBMC). In order to formally complete the rules and regulations update, the RBMC must be amended to allow for approval of the new Policy content. The Ordinance was introduced at the March 18, 2025 City Council meeting and is now ready for second reading and adoption.

BACKGROUND

The Fire Department's Rules and Regulations are part of the RBMC and have not been formally updated since April 1965. To address modernizing the agency Rules and Regulations and to comply with contemporary legal and regulatory mandates, the City and Redondo Beach Firefighters Association (RBFA) identified Lexipol as a vendor uniquely qualified to assist with incorporating relevant legacy content and updating all additional material to meet modern regional, state, and federal standards.

In December 2020, the City Council authorized the Fire Department to execute a subscription service contract with Lexipol to update the agency's Rules and Regulations. Lexipol is used by public safety agencies across the nation to reduce risk by developing, and frequently updating, policies to align with all applicable state and federal laws.

The research and selection process included dozens of meetings with RBFA representatives, Fire Administration, and legal teams from both parties. Relevant content from the legacy Rules and Regulations was combined with current Lexipol Policy to develop the new Redondo Beach Fire Department Policy Manual. Over the past year, all current members of the Fire Department have reviewed this content, which is available as a digital policy manual.

Lexipol documents members' content reviews and provides monthly quizzes on the crucial elements, and applies new policies to realistic work scenarios. Lexipol's ability to update policies to comply with new laws as they apply to the Redondo Beach Fire Department saves a great deal of staff time and makes it easier for members to review updated materials and track their ongoing compliance.

The current RBFA Memorandum of Understanding (MOU), running from July 1, 2024, to June 30, 2028, identifies Lexipol Policy as the guide for the updated Fire Department Rules, Regulations, Operations, and Procedures Manual. Amending the RBMC with the updated material will complete the first modernization of Fire Department Policy in over 50 years. The Ordinance is being presented for second reading and adoption.

COORDINATION

The Fire Department has coordinated the report with the City Manager's Office, and the City Attorney's Office prepared the Ordinance.

FISCAL IMPACT

The cost for Lexipol has been included in the Fire Department Operations budget since 2020. No additional costs to the City are anticipated as a result of authorizing new Lexipol Policy as part of the RBMC.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Ord - No. 3292-25 Amending Title 2, Chapter 4, Section 2-4.01 of the Redondo Beach Municipal Code



Administrative Report

H.13., File # 25-0424

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: PATRICK BUTER, FIRE CHIEF

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APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Ord - No. 3292-25 Amending Title 2, Chapter 4, Section 2-4.01 of the Redondo Beach Municipal Code

ORDINANCE NO. 3292-25

**AN ORDINANCE OF THE CITY OF REDONDO BEACH,
CALIFORNIA, AMENDING TITLE 2, CHAPTER 4, SECTION 2-
4.01 OF THE REDONDO BEACH MUNICIPAL CODE
REGARDING THE FIRE DEPARTMENT RULES AND
REGULATIONS**

WHEREAS, on April 14, 1965, the City Council of the City of Redondo Beach (“City Council”) adopted Ordinance No. 1873 which established Section 2-4.01 of the Redondo Beach Municipal Code (“RBMC”) adopting the “City of Redondo Beach Fire Department Rules and Regulations;” and,

WHEREAS, the City Council approved the July 1, 2024 to June 30, 2028 Memorandum of Understanding (“MOU”) between the City of Redondo Beach and the Redondo Beach Firefighters Association (“RBFA”); and,

WHEREAS, Exhibit B of the July 1, 2024 to June 30, 2028 RBFA MOU establishes the current Fire Department Rules and Regulations; and,

WHEREAS, it is necessary to amend Section 2-4.01 of the RBMC to incorporate the current Fire Department Rules and Regulations as set forth in Exhibit B of the July 1, 2024 to June 30, 2028 MOU between the City of Redondo Beach and the RBFA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 2, Chapter 4, Section 2-4.01 of the Redondo Beach Municipal Code is amended to read as follows:

§ 2-4.01 Rules and Regulations Adopted.

The rules and regulations agreed upon by the City of Redondo Beach and the Redondo Beach Firefighters’ Association in Exhibit B of the July 1, 2024 to June 30, 2028 Memorandum of Understanding were approved by the City Council. The rules and regulations listed in Exhibit B are incorporated by reference herein, and are hereby adopted as the “City of Redondo Beach Fire Department Rules and Regulations.”

No City Department or Department Head shall unilaterally amend, modify, or revoke any part of the City of Redondo Beach Fire Department Rules and Regulations, nor shall any City Department or Department Head adopt new City of Redondo Beach Fire Department Rules and Regulations without prior City Council or City Manager approval.

SECTION 2. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other Ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection,

sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. This Ordinance shall be published in the official newspaper of said City, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 1st day of April, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Ordinance No. 3292-25 was introduced at a regular meeting of the City Council held on the 18th day of March, 2025, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 1st day of April, 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

H.14., File # 25-0472

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

**From: MICHAEL W. WEBB, CITY ATTORNEY
JOY A. FORD, CITY ATTORNEY-ELECT**

TITLE

APPROVE AMENDMENT TO THE AGREEMENT WITH HEALTH NET FOR USE OF FUNDS FOR THE PALLET SHELTER EXPANSION AND IMPLEMENTATION OF THE ALTERNATIVE CRISIS RESPONSE PILOT PROGRAM TO EXTEND THE TERM TO DECEMBER 31, 2025

EXECUTIVE SUMMARY

On April 9, 2024, the Mayor and City Council approved a grant agreement with Health Net for \$1,338,753 for the expansion of the pallet shelter and an alternative crisis response pilot program. Staff recommends that the City Council approve the amendment to the agreement to extend the term to December 31, 2025.

BACKGROUND

Alternative Crisis Response

An Alternative Crisis Response (ACR) is designed to approach non-violent, mental and behavioral health service calls by offering trauma-informed care, crisis de-escalation, in person intervention and transport to immediate behavioral health services. Physical health, behavioral health, and substance use professionals can provide intensive whole-person healthcare services in episodes of crisis, with goals of reducing the amount of hospital and emergency room visits as well as fire and police department involvement.

On July 20, 2023 Councilmember Paige Kaluderovic attended the Alternative Crisis Response (ACR) Summit hosted by the Los Angeles Department of Mental Health with several staff members of various City Departments, Beach Cities Health District and Redondo Beach Unified School District. Councilmember Kaluderovic started a working group with those same staff members to develop an ACR Pilot Program in Redondo Beach.

Ronson Chu, Senior Project Manager for Homeless Services at the South Bay Cities Council of Governments (SBCCOG), connected Councilmember Kaluderovic and the City Attorney's Office with Health Net. The City Attorney's Office worked with the SBCCOG on a proposal and budget for an ACR Pilot Program. Based on that proposal and budget, Health Net is awarding the City \$570,003 to implement a Redondo Beach ACR Pilot Program for one year with the hope of finding additional funding for the future to continue the program.

On April 9, 2024 the Mayor and City Council approved an agreement with Health Net to accept the award. The City has taken many steps towards developing our ACR program and have been met with several obstacles. The City had a number of meetings with the Department of Mental Health to contract for a dedicated mental health clinician for the City of Redondo Beach. DMH ultimately informed us that they did not have the personnel to fill this position. The City considered contracting with a third party service provider such as LACADA. However, such service providers are also having difficulty hiring mental health clinicians. The City Attorney's Office has come to the conclusion that hiring a mental health clinician as a city employee to develop the ACR program will be the best option. The position of Mental Health Clinician was created as part of the FY 2023-2024 budget adoption process for the City Attorney's Office. The City Attorney's Office has been evaluating the feasibility of retaining a clinician with the assistance of outside legal counsel with expertise in this field. That included reviewing factors such as potential police accompaniment, adequate insurance coverage, potential healthcare regulatory oversight, and situational awareness training. We want to ensure the City abides by applicable guidelines and best practices prior to implementing this program. The City is also looking into potentially partnering with Hermosa Beach to potentially be added to their medical malpractice insurance plan. The extension of this grant term will allow the City more time to develop an ACR program given the obstacles listed.

Pallet Shelter Expansion

During the Fiscal Year 2023-2024 Budget Adoption Process, the City Council approved the expansion of the Pallet Shelter estimated to cost \$1,568,750 on the condition of identifying grant funding. On December 19, 2023, City Council approved the purchase of twenty-five (25) additional pallet shelter units because the City received a letter of support from Los Angeles County Supervisor Holly J. Mitchell for \$800,000 of District Two Homelessness funding as well as a letter of support from Health Net awarding the City the remaining \$768,750 for the expansion of the Redondo Beach Pallet Shelter.

This was necessary for the City to purchase the pallet shelter units before they doubled in price. The Health Net award reimbursed the City for this expenditure. The additional twenty-five (25) units have been delivered by Pallet and are being stored on the empty lot North of the current Pallet Shelter where they will be assembled and placed after the completion of capital improvements of the lot.

Design plans have been completed, including electrical plans. Plans are being submitted to the building department for review. The extension of this grant is necessary for the completion of the expansion of the pallet shelter.

COORDINATION

The City Attorney's Office coordinated with the Engineering Department and Public Works Department in connection with the preparation of this report.

FISCAL IMPACT

All program costs will be funded through this grant funding.

ATTACHMENTS

- Agreement
- Amendment



Administrative Report

H.14., File # 25-0472

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

**From: MICHAEL W. WEBB, CITY ATTORNEY
JOY A. FORD, CITY ATTORNEY-ELECT**

TITLE

APPROVE AMENDMENT TO THE AGREEMENT WITH HEALTH NET FOR USE OF FUNDS FOR THE PALLET SHELTER EXPANSION AND IMPLEMENTATION OF THE ALTERNATIVE CRISIS RESPONSE PILOT PROGRAM TO EXTEND THE TERM TO DECEMBER 31, 2025

EXECUTIVE SUMMARY

On April 9, 2024, the Mayor and City Council approved a grant agreement with Health Net for \$1,338,753 for the expansion of the pallet shelter and an alternative crisis response pilot program. Staff recommends that the City Council approve the amendment to the agreement to extend the term to December 31, 2025.

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COORDINATION

The City Attorney's Office coordinated with the Engineering Department and Public Works Department in connection with the preparation of this report.

FISCAL IMPACT

All program costs will be funded through this grant funding.

ATTACHMENTS

- Agreement
- Amendment



April 9, 2024

James A. Light
Mayor of Redondo Beach
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Dear James A. Light,

Health Net, LLC ("Health Net"), sometimes referred to as "the Health Plan" is pleased to inform you that it has approved an incentive payment pursuant to the Code of Federal Regulations ("CFR"), Title 42, Section 438.6(b) and the California Department of Health Care Services ("DHCS") Housing and Homelessness Incentive Program in the amount of \$1,338,753 to the City of Redondo Beach, ("Grantee") on the terms and conditions of this Incentive Letter and Agreement ("Agreement").

This Agreement is made and entered into effective December 18, 2023 ("Effective Date"), by and between the Health Plan and City of Redondo Beach ("Grantee") for the Housing and Homelessness Incentive Program.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

- 1. Tax Exemption Status.** If Grantee is exempt from state and/or federal taxation, Grantee will provide The Health Plan proof of such exemption upon The Health Plan's written request. If the Grant is a taxable event for Grantee, Grantee agrees to pay all taxes associated with the Grant and Grantee will indemnify the Health Plan against any such taxes.
- 2. Purpose of Grant.** Grantee agrees to use the entire Incentive exclusively to support the specific goals, objectives, activities, and outcomes stated in Exhibit A (the "Project"). Grantee may not use any part of the Grant, including any interest earned thereon, for any other purpose without the prior written approval of the Health Plan. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
- 3. Term of Grant.** The grant period is from December 18, 2023 through March 31, 2025 (the "grant period"). Grantee shall fulfill all outlined grantee activities/deliverables/outcomes on or before the end of the grant period.



4. **Return of Incentive Funds.** The Health Plan reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: (i) if the Health Plan, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement; (ii) if Grantee loses its status as an eligible Grantee under Paragraph 1 above; (iii) if Grantee fails to complete and/or achieve the specified grantee activities/deliverables/outcomes outlined in Exhibit A; or (iv) such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to the Health Plan or to this Incentive. Notwithstanding the foregoing, this provision shall not apply to any funds that were expended prior to March 29, 2024.

5. **Reports, Records, Audits and Site Visits.** Grantee shall submit written progress report(s) to the Health Plan in accordance with the due dates stated on the Incentive Summary in Exhibit A. The Health Plan is authorized to conduct audits, including on-site audits, at any time during the term of this Incentive and within four years after completion of the Project. Grantee shall allow the Health Plan and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as the Health Plan deems necessary or appropriate concerning this Incentive. Grantee shall maintain accounting records sufficient to identify the Incentive and to whom and for what purpose such funds are expended for at least four (4) years after the Incentive has been expended.

6. **Representations.** Grantee acknowledges, represents, and agrees (i) that it acts completely independently of the Health Plan and is solely responsible for any and all activities of Grantee including without limitation those activities that are supported by the Grant, and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Health Plan, its affiliates, officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project and any act or omission of Grantee, its employees, or agents, in applying for, accepting, receiving and expending the Incentive, except to the extent such loss or damage arises from the sole negligence, gross negligence, or willful misconduct of the Health Plan.

7. **Other Obligations.** Grantee acknowledges that the Grantee has no obligation to the Health Plan in consideration for the Incentive, other than to (i) publicly recognize the Health Plan as a sponsor of the Project in all public hearings, public events and media sessions, (ii) collaborate with the Health Plan to enhance public awareness of the Health Plan's sponsorship of the Project, (iii) placement of the Health Plan's name and logo and a brief description of the Health Plan's sponsorship in all relevant marketing materials, collateral, social media and similar public



communications stating that the Project was made possible through the generous support of the Health Plan, (iv) permit the Health Plan to use Grantee's name and/or logo in communications and publications (including internet, radio, television, etc.) in furtherance of the Health Plan's efforts to inform others of its connection to the Project upon review and written approval of the Grantee's City Manager or designee, and (v) provide the Health Plan with audio, visual and/or written testimonials that promote the Health Plan's connection to the Project.

8. Independence of the Parties. Neither the Incentive nor this Agreement shall be deemed to create any relationship of agency, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone. If any portion of this Agreement is found to be illegal or invalid, it shall not invalidate the remaining portions of the document, provided the essential purposes for which each party has entered into this Agreement can still be achieved.

9. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the CFR.

10. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it will obtain a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker prior to performing services related to the program described in Exhibit A.

11. Entire Agreement. This Agreement shall supersede any prior and contemporaneous oral and written understandings or communications between the parties and it constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be delegated, assigned, amended, or modified except upon the written consent of both parties hereto.



Sincerely,

Dorothy M. Seleski
Senior Vice President, Medi-Cal Product Performance
Health Net

GRANTEE: CITY OF REDONDO BEACH


Signature: 
James A. Light (Apr 15, 2024 14:52 PDT)

Name: James A. Light


Title: Mayor

Date: Apr 15, 2024

ATTEST:


Eleanor Manzano, City Clerk (May 14, 2024 14:43 PDT)
Eleanor Manzano, City Clerk

APPROVED:


Diane Strickfaden (May 8, 2024 12:26 PDT)
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb (May 7, 2024 18:35 PDT)
Michael W. Webb, City Attorney



EXHIBIT A
HOUSING AND HOMELESSNESS INCENTIVE PROGRAM FUNDING SUMMARY

INCENTIVE NUMBER: 03-23-21		DATE AUTHORIZED: 4/9/2024	
ORGANIZATION NAME: City of Redondo Beach		AMOUNT: \$1,338,753	
GRANT PERIOD: December 18, 2023 – March 31, 2025			
PROJECT CONTACT, TITLE: Joy Abaquin Ford, Quality of Life Prosecutor			
TELEPHONE: 310-697-3056		EMAIL: joy.ford@redondo.org	
COUNTY: Los Angeles			
HEALTH NET INCENTIVE CONTACT: Karen Richmond EMAIL: karen.richmond@healthnet.com			
HHIP INCENTIVE PURPOSE: As designed, the DHCS Housing and Homelessness Incentive Program (HHIP) is an incentive program that aims to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of HHIP are to: <ol style="list-style-type: none"> 1. Reduce and prevent homelessness; and, 2. Ensure Medi-Cal managed care plans (MCPs) develop the necessary capacity and partnerships to connect their members to needed housing services. 			
DESCRIPTION OF GRANT/INVESTMENT: City of Redondo Beach will implement The Alternative Crisis Response (ACR) Pilot, which is designed to approach non-violent, mental, and behavioral health service calls by offering trauma-informed care, crisis de-escalation, in-person intervention and transport to immediate behavioral health services to the homeless population in Redondo Beach. Additionally, the City of Redondo Beach will prepare the site location and purchase twenty-five (25) pallet shelter units to be used for interim housing for people experiencing homelessness where they will receive wrap around services to get permanently housed.			
HHIP MEASURES TO BE IMPACTED: The following HHIP measures are intended to be successfully impacted/achieved by the grant. The Grantee has reviewed and understands the definitions/expectations of the intended impacted DHCS HHIP measures below:			
Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement	
<input type="checkbox"/> 1.1 Engagement with the CoC	<input checked="" type="checkbox"/> 2.1 Connection with street medicine team (<i>DHCS Priority Measure</i>)	<input type="checkbox"/> 3.1 Percent of MCP members screened for	

		homelessness/risk of homelessness
<input type="checkbox"/> 1.2 Connection and Integration with the local Homeless Coordinated Entry System <i>(DHCS Priority Measure)</i>	<input type="checkbox"/> 2.2 MCP Connection with the local Homeless Management Information System (HMIS) <i>(DHCS Priority Measure)</i>	<input type="checkbox"/> 3.2 MCP members who were discharged from an inpatient setting or have been to the emergency department for services two or more times in a 4-month period who were screened for homelessness or risk of homelessness
<input type="checkbox"/> 1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports		<input type="checkbox"/> 3.3 MCP members experiencing homelessness who were successfully engaged in ECM
<input type="checkbox"/> 1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching <i>(DHCS Priority Measure)</i>		<input type="checkbox"/> 3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports <i>(DHCS Priority Measure)</i>
<input type="checkbox"/> 1.5 Data sharing agreement with county MHPs and DMC-ODS		<input checked="" type="checkbox"/> 3.5 MCP members who were successfully housed <i>(DHCS Priority Measure)</i>
<input type="checkbox"/> 1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns with HHAP-3)		<input type="checkbox"/> 3.6 MCP members who remained successfully housed <i>(DHCS Priority Measure)</i>
<input type="checkbox"/> 1.7 Lessons learned from development and implementation of the Investment Plan (IP)		

GRANT AMOUNT BREAKDOWN & DISBURSEMENT OF FUNDING

The following table includes a breakdown of grant funding by HHIP Investment Plan activity:



HHIP Investment Plan Activity	Funding Amount	Primary HHIP Measure Impacted
Alternative Crisis Response Program	\$570,003	2.1
Pallet Shelters	\$768,750	3.5

The Health Plan will disburse the grant award in one (1) installment.

To be eligible for funding, Grantee must submit one (1) copy of Grantee’s W-9 form and such other documentation reasonably requested by the Health Plan.

The Health Plan will make the installment in the amount of \$1,338,753 within approximately ninety (90) calendar days of the receipt of Grantee’s completed Agreement.

The Health Plan shall have no obligation to provide any additional funding or incentive support to Grantee under this Agreement or for any other purpose. Grantee shall refrain from using any portion of the Incentive for costs not approved under this Agreement, including, but not limited to, the following:

- Capital campaigns;
- Endowments;
- Annual drives or fundraisers;
- Operating deficit or debt retirement;
- Services or costs previously funded by the Health Plan or other duplicative funding source with the exception of grants from Los Angeles County; or
- Direct services billable to the Health Plan, and/or other miscellaneous lines items billable to the Health Plan.

GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES & REPORTING:

Grantee is agreeing to work in partnership with the Health Plan on achieving/impacting the indicated HHIP measures identified above.

During grant period, Grantee will do the following:

HHIP Investment Plan Activity	GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES
Alternative Crisis Response (ACR) Pilot	<ul style="list-style-type: none"> • Hire two teams (four staff total): one weekday team and one weekend team. Each team consists of two staff members (Mental Health Clinician and EMT or Substance Use Counselor). Teams will provide physical health, behavioral health, and substance use services in the community. • Hire one additional substance use counselor for individuals experiencing substance use and/or co-occurring disorders.

	<ul style="list-style-type: none"> • ACR program will respond to 150-200 (25% of total anticipated calls) non-violent crisis calls in coordination with Police and Fire in the first year. • Refer 130-160 individuals to various community partners, including but not limited to: social services, full-service partnerships, food pantries, adult protective services, homeless outreach, interim housing, mental health services, substance use services, and other providers). • ACR Teams will provide linkage to the Redondo Beach Housing Navigator and Pathway to Housing Programs. <ul style="list-style-type: none"> ○ Ensure 75-100 homelessness calls are matched to case management services. ○ With the assistance of the City's Homeless Services Team, refer 15-25 individuals to the Homeless Court Program ○ With the assistance of the City's Homeless Services Team, shelter 20-30 individuals in temporary / interim housing (shelter, motel, single-resident occupancy) ○ With the assistance of the City's Homeless Services Team, secure the permanent housing of 8-12 individuals. • ACR Program will provide 125-175 follow up visits/calls using the following needs scale: <ul style="list-style-type: none"> ○ 72 hours if a safety plan is conducted ○ 1 week post-crisis ○ 2 weeks post-crisis ○ 30 days post crisis • ACR program will partner with the Beach Cities Health District, community partners, and contracted service provider to evaluate and analyze program call data, expecting the number of 5150's/5585's, emergency room, and urgent care visits to trend downward by the end of the contract period. • Provide 75-100 "no-sharps" hygiene kits to community members
Pallet Shelter	<ul style="list-style-type: none"> • Purchase and deliver 25 pallet shelter units. <ul style="list-style-type: none"> ○ Drawings, architectural plans to be submitted to planning, engineering, and buildings departments for safety permits. ○ Location is graded and paved with fencing and electrical installed. ○ Pallet shelter units ready for move in



- At least 20 people experiencing homelessness will move into pallet shelter units.
- At least 15 out of total 45 pallet shelter residents to be permanently housed (45 total accounts for already existing 20 pallet shelters plus the additional 25 added through Health Net’s funding).

REPORTING REQUIREMENTS

Grantee shall prepare and deliver the following reports to Health Net by the dates identified below.

Reporting Period	Report Due Date
1/1/2024 – 6/30/2024	8/1/2024 (progress report)
7/1/2024 – 12/31/2024	2/1/2025 (progress report)
1/1/2024 – 3/31/2025	5/1/2025 (final report)

The Health Plan may request additional reporting during the Grant Period and up to one (1) year after the expiration or termination of this Agreement.

The Health Plan may change the reporting due date based on changes or communications from DHCS’s submission timeframe. The report will document progress and provide data in accordance with the progress report template provided by the Health Plan and include any other requirements imposed by DHCS. The reporting obligations of this Article shall survive any expiration or termination of this Agreement up to one (1) year after the expiration or termination of this Agreement.

RECOGNITION:

Grantee agrees to place the Health Net logo, name, etc. on all related materials for the Grantee’s Project as a sponsor and/or funder for this program. The Health Plan will work with the Grantee to determine which logo (Health Net) shall be used. In addition, Health Net will be acknowledged on the Grantee’s website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable, Health Net, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to the Health Plan for review on the use of the logo and/or name on all materials in advance.

For the avoidance of doubt, in the event the Health Plan changes its name or logo in the future, all displays of such by Grantee shall use the then-current versions.

**AMENDMENT NUMBER 1 TO THE
CALAIM HOUSING AND HOMELESSNESS INCENTIVE PROGRAM
GRANT AGREEMENT**

This Amendment Number 1 to the *CalAIM Housing and Homelessness Incentive Program*] Grant Agreement (“Amendment”) is made March 28, 2025 (“Amendment Effective Date”) by and between City of Redondo Beach, a chartered municipal corporation (“Grantee”) and Health Net, Inc. (“Health Net”) with reference to the following facts:

- A. Grantee and Health Net entered into the Grant Agreement dated December 18, 2023 (“Agreement”); and
- B. Grantee and Health Net mutually agree that Grantee is seeking to extend the term and milestones of the Agreement; and
- C. Grantee and Health Net have mutually agreed that by extending the measurement period, the Grantee will meet milestones set forth in the amended agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The parties agree that Grantee *was* unable to meet *the* Milestones set forth in the Priority Areas as noted in Exhibit A of the agreement.
- 2. The parties agree to meet at least biannually to review progress of activities and outcome of HHIP Investments. Two additional reports will be due to Health Net by November 1, 2025, and February 1, 2026.
- 3. The parties agree that this Grant Agreement will terminate on December 31, 2025.
- 4. Except as amended and modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may not be modified except in writing signed by both parties hereto. This Amendment, the Agreement and exhibits and schedules thereto constitute the entire agreement of the parties with respect to the subject matter contained therein and supersede any and all prior or contemporaneous agreements between the parties, whether oral or written, concerning the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives executed this Amendment to be effective as of the Amendment Effective Date.

HEALTH NET, INC.

CITY OF REDONDO BEACH

Name: Dorothy M. Seleski
Title: Medi-Cal President
Date:

Name: _____
Title: _____
Date: _____



Administrative Report

J.1., File # 25-0415

Meeting Date: 4/1/2025

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 25-0219

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE CREATION OF AN ECONOMIC DEVELOPMENT WORKING GROUP AND A CITY COUNCIL ECONOMIC DEVELOPMENT SUBCOMMITTEE

RECEIVE AND FILE A REPORT ON THE ONGOING EFFORTS OF THE BUSINESS CONCIERGE PROGRAM

EXECUTIVE SUMMARY

On December 12, 2022, the City Council approved a Business Concierge Program (BCP) as a strategic initiative to improve the experience for businesses and developers who engage the City. Since its implementation two years ago, the BCP has enhanced internal communication, improved processes, and provided a new avenue of direct support to new and existing businesses in Redondo Beach. As part of the current Strategic Plan, the City Council directed staff to report on the impacts of the BCP. This report provides an update on the program's progress, including completed improvements, business success stories, and ongoing efforts to further refine and expand the program to better serve the local business community. This report also comes on the heels of the Community Development Department's organizational assessment and strategic planning efforts, both of which are aimed at identifying opportunities to improve the level of customer service provided by the Department.

Council also included the creation of an economic development working group as part of the strategic plan, which would actively review policies and procedures across Departments, as well as the Redondo Beach Municipal Code to identify regulatory barriers and help attract developers and businesses to Redondo Beach. The working group is intended to consist of a combination of staff from the Waterfront & Economic Development Department, Community Development Department, Public Works Department, and the City Manager's Office as well as representatives from the business community. Additionally, it is recommended that the City Council consider appointing an economic development subcommittee to participate in the working group.

BACKGROUND

The Business Concierge Program was implemented at the direction of City Council in response to feedback from local businesses and the development community that found the City's permitting processes to be complex and difficult to navigate. Applicants shared that they encountered delays due to fragmented communication that spanned multiple City Departments. The permitting and licensing process often requires interactions with multiple Departments with no central point of

contact, which can create uncertainty and inefficiencies for applicants.

Recognizing these challenges, the City Council directed staff to explore ways to enhance the user experience and improve interdepartmental coordination. The goal was to create a more streamlined and supportive environment for the development community by providing clear guidance, reducing bureaucratic hurdles, and ensuring personal assistance is provided to help applicants navigate, and progress smoothly through the permitting process. The BCP introduced several key improvements, including updated permitting systems, more centralized information, and dedicated staff liaisons from the Community Development and WED Departments to assist applicants through the process.

PROGRAM IMPLEMENTATION & PROGRESS

Over the past two years, the BCP has successfully implemented several key initiatives aimed at improving the user experience for businesses in Redondo Beach. Those initiatives are as follows:

Updated Integrated Permitting Software

The Community Development Department is in the process of upgrading its online permitting software to provide a more intuitive and efficient system that reduces processing times and increases transparency. This software will be utilized by the Planning, Building and Safety, and Engineering Divisions to provide consolidated comments to applicants. It will help coordination efforts between Departments and Divisions and will include customized workflows to help ensure a more efficient process that provides applicants with the ability to track the status of their permit application through an easily-accessible portal.

New Business Concierge Webpage and Informational Flyers

The Business Concierge Program webpage provides step-by-step guidance on obtaining permits and starting a business in the City. The webpage, www.redondo.org/bcp, is supplemented by printed materials that are available at City Hall. Individuals and businesses can submit inquiries tailored to their specific needs through the online platform and receive prompt responses from staff without having to visit City Hall. The platform will also forward the inquiry to additional Departments and Divisions, if needed, to ensure the City provides a complete response.

Improved Interdepartmental Coordination

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Since its inception, it is estimated that 26 businesses have directly benefited from the BCP, and a number of others have benefited from improvements growing from the program that have improved the process overall. Businesses that have received direct support from the BCP include:

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Sonesta Hotel - WED staff coordinated with the Community Development Department to help the hotel obtain the proper permits to safely host an event for the LA Galaxy. Staff expedited the acquisition of permits to significantly reduce the timeline for the permitting process.

ONGOING & FUTURE IMPROVEMENTS

While the BCP has made significant progress, City staff is aware that additional opportunities are available to improve services. Staff continues to refine and enhance the program to better serve the business community. Ongoing and planned initiatives include:

Additional software system updates are being developed to further streamline the Community Development Department application and approval process. Efforts to improve internal communication between Departments is ongoing.

Of particular note is ensuring the new permitting system is used to consolidate internal comments that are utilized across Departments to ensure any issues are identified and shared prior to an external comment letter being sent to applicants. The City is also increasing outreach efforts through partnerships with the Chamber of Commerce, North Redondo Beach Business Association (NRBBA), and other business organizations to conduct a survey to gather feedback directly from the businesses to understand the barriers that they face when working with the City. This will allow staff to seek solutions to those barriers, as well as generate ideas to attract new businesses to the City.

An initial internal Economic Development Working Group, consisting of representatives from WED, the Community Development Department, the Public Works Department, and the City Manager's Office, is review beginning to review policies and procedures across Departments, as well as the municipal code to identify potential regulatory barriers and to generate ideas to attract businesses to Redondo Beach. The group is also beginning to identify potential business representatives that could join the group and assist in the City's evaluation.

At this time, staff recommends the City Council receive and file the report on the progress and ongoing efforts of the BCP and consider appointing an economic development subcommittee consisting of two City Councilmembers and the Mayor to assist the working group's efforts.

COORDINATION

This report was prepared by the Waterfront and Economic Development Department and coordinated with the Community Development Department.

FISCAL IMPACT

There is no immediate fiscal impact associated with the preparation of this item. It is hoped that the working group will identify ways to attract new businesses to the City which will lead to increased revenue.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Business Concierge Program Flyer



Administrative Report

N.1., File # 25-0219

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE CREATION OF AN ECONOMIC DEVELOPMENT WORKING GROUP AND A CITY COUNCIL ECONOMIC DEVELOPMENT SUBCOMMITTEE

RECEIVE AND FILE A REPORT ON THE ONGOING EFFORTS OF THE BUSINESS CONCIERGE PROGRAM

EXECUTIVE SUMMARY

On December 12, 2022, the City Council approved a Business Concierge Program (BCP) as a strategic initiative to improve the experience for businesses and developers who engage the City. Since its implementation two years ago, the BCP has enhanced internal communication, improved processes, and provided a new avenue of direct support to new and existing businesses in Redondo Beach. As part of the current Strategic Plan, the City Council directed staff to report on the impacts of the BCP. This report provides an update on the program's progress, including completed improvements, business success stories, and ongoing efforts to further refine and expand the program to better serve the local business community. This report also comes on the heels of the Community Development Department's organizational assessment and strategic planning efforts, both of which are aimed at identifying opportunities to improve the level of customer service provided by the Department.

Council also included the creation of an economic development working group as part of the strategic plan, which would actively review policies and procedures across Departments, as well as the Redondo Beach Municipal Code to identify regulatory barriers and help attract developers and businesses to Redondo Beach. The working group is intended to consist of a combination of staff from the Waterfront & Economic Development Department, Community Development Department, Public Works Department, and the City Manager's Office as well as representatives from the business community. Additionally, it is recommended that the City Council consider appointing an economic development subcommittee to participate in the working group.

BACKGROUND

The Business Concierge Program was implemented at the direction of City Council in response to feedback from local businesses and the development community that found the City's permitting processes to be complex and difficult to navigate. Applicants shared that they encountered delays due to fragmented communication that spanned multiple City Departments. The permitting and licensing process often requires interactions with multiple Departments with no central point of

contact, which can create uncertainty and inefficiencies for applicants.

Recognizing these challenges, the City Council directed staff to explore ways to enhance the user experience and improve interdepartmental coordination. The goal was to create a more streamlined and supportive environment for the development community by providing clear guidance, reducing bureaucratic hurdles, and ensuring personal assistance is provided to help applicants navigate, and progress smoothly through the permitting process. The BCP introduced several key improvements, including updated permitting systems, more centralized information, and dedicated staff liaisons from the Community Development and WED Departments to assist applicants through the process.

PROGRAM IMPLEMENTATION & PROGRESS

Over the past two years, the BCP has successfully implemented several key initiatives aimed at improving the user experience for businesses in Redondo Beach. Those initiatives are as follows:

Updated Integrated Permitting Software

The Community Development Department is in the process of upgrading its online permitting software to provide a more intuitive and efficient system that reduces processing times and increases transparency. This software will be utilized by the Planning, Building and Safety, and Engineering Divisions to provide consolidated comments to applicants. It will help coordination efforts between Departments and Divisions and will include customized workflows to help ensure a more efficient process that provides applicants with the ability to track the status of their permit application through an easily-accessible portal.

New Business Concierge Webpage and Informational Flyers

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COORDINATION

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FISCAL IMPACT

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APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Business Concierge Program Flyer

BUSINESS CONCIERGE PROGRAM

SIMPLIFYING YOUR PATH TO BUSINESS SUCCESS



The City of Redondo Beach has implemented a Business Concierge Program designed to streamline the process of applying for a business license, permits, and more.

CLEAR ONLINE GUIDANCE

Access step-by-step online resources that provide detailed information on business licensing, permits, and zoning on our updated, user-friendly website.

COMPREHENSIVE FEEDBACK

We're working to coordinate information across multiple City departments, to provide you a more comprehensive overview.

ACCESSIBLE RESOURCES

Get more info about the resources available at www.redondo.org/bcp



**REDONDO
BEACH**





Administrative Report

N.2., File # 25-0310

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL
From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE STATUS OF OPERATIONS AT THE REDONDO BEACH PERFORMING ARTS CENTER AND OPTIONS FOR MAXIMIZING FACILITY REVENUE

EXECUTIVE SUMMARY

As part of the strategic planning process, the City Council requested a review of the current operations at the Redondo Beach Performing Arts Center (RBPAC), along with an assessment of options to maximize facility use and revenue. This report provides the requested overview and staff recommendations on the facility changes and improvements that are most feasible and would have the greatest benefit to RBPAC operations.

BACKGROUND

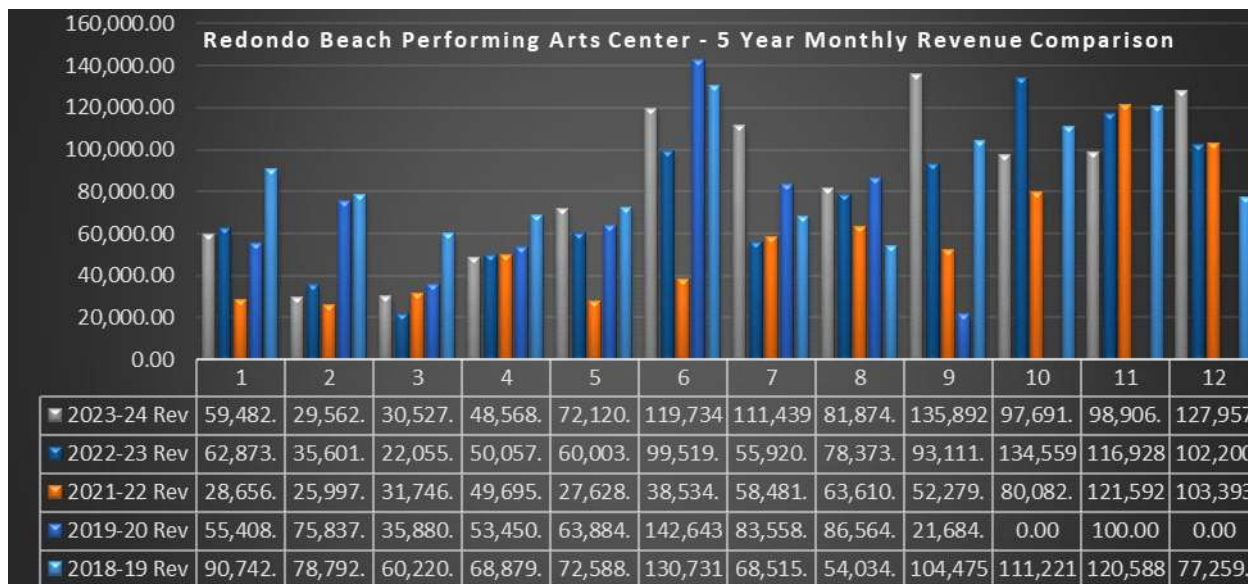
The RBPAC is a 1,457-seat theater that hosts a diverse range of performances, including ballet, concerts, plays, corporate meetings, and a popular speaker series. Originally built as a high school auditorium and acquired by the City in 1984, the venue has undergone multiple upgrades, most notably a major renovation that ran from 2001 to 2003. Since that time, the RBPAC has operated as a rental facility with events managed, marketed, and ticketed by individual rental clients.

While the RBPAC has remained consistently booked, it faces growing challenges in staying competitive within the theater rental market. Many of the upgrades that made it state-of-the-art in the late 1990s and early 2000s are now aging, necessitating both near-term improvements and a broader strategy for enhancing and diversifying its use over time. The following review examines the theater's current status and explores opportunities to maximize utilization and revenue generation.

Current Status: RBPAC Fiscal Health and Facility Condition

Fiscal Status and Revenue

The Redondo Beach Performing Arts Center has been steadily recovering from the marked downturn that followed the COVID-19 pandemic. A number of reliable rental clients that had been slow to return to the stage are once again booking events at the RBPAC. A graph and a table are included below that show a 5-year comparison of pre- and post-COVID-19 rental revenue, represented both annually and monthly.



Redondo Beach Performing Arts Center - 5 Year Monthly Revenue Comparison

	2023-24	2022-23	2021-22	2019-20	2018-19
July	59,482.29	62,873.00	28,656.56	55,408.71	90,742.19
August	29,562.88	35,601.51	25,997.16	75,837.68	78,792.60
Sept	30,527.55	22,055.50	31,746.88	35,880.82	60,220.73
Oct	48,568.19	50,057.38	49,695.82	53,450.96	68,879.58
Nov	72,120.46	60,003.47	27,628.34	63,884.17	72,588.31
Dec	119,734.75	99,519.01	38,534.38	142,643.64	130,731.86
Jan	111,439.05	55,920.25	58,481.89	83,558.61	68,515.79
Feb	81,874.75	78,373.38	63,610.73	86,564.73	54,034.87
March	135,892.74	93,111.00	52,279.89	21,684.95	104,475.17
April	97,691.94	134,559.50	80,082.83	0.00	111,221.16
May	98,906.78	116,928.13	121,592.13	100.00	120,588.93
June	127,957.02	102,200.00	103,393.38	0.00	77,259.71
TOTALS	1,013,758.40	911,202.13	681,699.99	619,014.27	1,038,050.90

2019-20: Theater Closed March 20 - June 30, 2020 Due to COVID-19 Pandemic

2020-21: Theater Closed Entire Fiscal Year Due to COVID-19 Pandemic

The table and graph show a rebound in activity since the pandemic. Operationally, the recent improvements to the audio system and video projection have restored the theater’s reputation for having outstanding sound quality which is encouraging more concert promoters to explore hosting performances at the RBPAC. However, there are a number of deferred maintenance items that need attention in order to fully capture the venue’s potential earnings and attract a greater variety of quality offerings.

Facility Conditions, Deferred Maintenance, and Preliminary Cost Estimates

1. Appearance: Maintenance which, when performed, will result in visibly improved appearance. This improves attractiveness to potential clients, ticket purchasers and other attendees and enhances the surrounding neighborhood.
 - a. Exterior Slate Cladding: The slate cladding has faded significantly from its original deep black to a pale gray, making it nearly indistinguishable from concrete. Visible issues include cracks, stains, and loose or fallen tiles, posing a risk of leaks and further deterioration.

Required Work: Repair damaged tiles, clean the surface, apply color enhancers, and seal the slate to restore its appearance and durability.
Cost Estimate: \$175,000
 - b. Parking Lot: The parking lot has not been sealed or re-stripped since 2007, resulting in cracks and an unsightly appearance.

Required Work: Seal and re-stripe the lot to provide a cost-effective yet impactful visual improvement.
Cost Estimate: \$92,000
 - c. Brick Entry Plaza: The sand-set brick entry plaza shows signs of cracking, chipping, and uneven surfaces.

Required Work: Remove existing bricks (preserving engraved donor bricks), re-level the substrate, pour a concrete bed, and mortar the bricks in place. This improvement will significantly restore/enhance the facility's curb appeal.
Cost Estimate: \$100,000
 - d. Exterior Repainting: Exterior metal elements such as railings, gates, and fencing are heavily rusted and require restoration.

Required Work: Clean, repair, and repaint these features to improve appearance and longevity.
Cost Estimate: \$100,000
 - e. Courtyard (East) Patio: The concrete patio has been severely damaged by tree roots, resulting in an uneven and unsightly surface. The defunct marquee sign, now concealed by palm trees and too damaged for use, should also be removed.

Required Work: Remove and replace the damaged concrete patio, and remove the outdated marquee sign. Restoring this space, along with appropriate night lighting, will enhance its appeal for rental events such as parties, luncheons, and outdoor functions. While partially funded in the FY 2021-22 CIP, rising costs have delayed implementation.
Cost Estimate: \$250,000
 - f. Landscape Overhaul: The Public Works Department has made significant progress in enhancing the perimeter landscaping along Aviation Blvd. and Manhattan Beach Blvd., utilizing drought-tolerant plants.

Ongoing Efforts: Continued landscaping improvements are underway.
 - g. Carpeting: The facility's carpeting, now nearly 25 years old, has endured extensive wear due to the theater's high usage and heavy foot traffic. As a result, several areas are visibly worn and have required temporary patching to maintain safety and functionality. Venue carpeting is of "airport" or "casino" grade for maximum longevity, maintainability, so it has lasted a very long time.

Required Work: Full carpet replacement throughout the facility is necessary to restore appearance and ensure long-term durability.

Cost Estimate: \$275,000

h. Seating: The seating was last refurbished in 1998. While funding was approved in the FY 2021-22 CIP based on pre-pandemic cost estimates, difficulty finding replacement parts and general inflation have impacted the project.

Current Plan: Staff is proceeding incrementally.

Phase 1 (orchestra, or front seating): \$545,850 (funded)

Phase 2 (terrace, or rear seating): \$393,725 (not yet funded)

2. HVAC System: The 20-year-old reciprocating chiller, which cools water for the building's air system, is operating at only 50% capacity with no reserve capacity. Additionally, the rooftop HVAC units installed during the 2001-03 renovation are now at the end of their useful lifespan.

Required Work: Repair or replace the chiller and replace the aging rooftop units to restore reliable climate control.

Cost Estimate: \$250,000

3. Roofing: Several sections of the roof have leaks and addressed through a patchwork of spot repairs. While the area above the dressing rooms and Gallery (east) Lobby has been addressed, the remainder of the roof requires attention. The majority of the roofing is 25 years old.

Required Work: Complete roofing repairs to ensure the building's structural integrity.

Cost Estimate: Total cost still being compiled. Some areas may be completed within existing funding.

4. Emergency Egress Lighting System: The system failed in August 2024 and requires immediate attention to ensure compliance with life safety regulations for public assembly facilities.

Required Work: Repair or replace the emergency egress lighting system to meet safety standards.

Cost Estimate: \$200,000

Increasing Facility Usage and Revenue

Aside from addressing deferred maintenance projects, other options exist for increasing both the utility (type and frequency of usage) of the RBPAC and its revenue generating capacity. The options fall under four basic categories, some of which are interdependent with other categories, while some can be undertaken as standalone programs:

1. Upgrades

a. The following enhancements/updates will add value and increased capabilities that are becoming expected of modern performing arts venues. It is expected that these efforts will improve marketability, desirability (for both potential rental clients and event attendees), and enhance revenue capacity of the RBPAC

i. Audio: A significant upgrade to the main Public Address system-including high-quality loudspeakers, amplifiers, and digital connections and routing-was successfully completed in late 2022 as part of the FY2021-22 CIP, coming in under budget. The enhanced system has been extremely well-received by RBPAC clientele and audiences. Remaining improvements include upgrading the aging microphone inventory and the monitor speaker system, which is

essential for musicians to hear one another clearly, ensuring they stay in tune and perform cohesively.

Cost Estimate: \$60,000

ii. Stage Lighting: Lighting modernization is underway, but much of the existing system relies on outdated, energy-inefficient incandescent fixtures powered by a failing wiring infrastructure from approximately 1970. Replacement is essential as lamps are becoming unavailable, energy costs are excessive, and the wiring no longer meets current standards, making maintenance costly. Upgrading to digital LED lighting will reduce energy consumption, lower maintenance costs, and eliminate expensive expendables like color filters and high-cost lamps. LEDs emit less heat, further cutting air conditioning expenses. Modern fixtures also offer built-in color options, motorized positioning, and versatile effects, improving functionality and meeting one of the most frequent requests from potential renters.

Cost Estimate (Infrastructure & Dimming System): \$500,000

Cost Estimate (Replace remaining incandescent fixtures: \$260,000)

iii. Orchestra Pit Lift: The orchestra pit, an 8-foot-deep space for up to 24 musicians, can be covered and function as a stage extension when not in use. This requires assembling a custom-built pit filler system with interlocking platforms and nearly 100 supports, taking up to six staff members a half day to set up or remove. This limits rental availability and increases costs for clients. A number of theaters address this with a hydraulic or electric pit lift system, which raises or lowers the pit floor at the push of a button in minutes. This upgrade would save time and labor, increase rental availability, and boost revenue potential.

Cost Estimate: \$600,000

2. Operating Modality

There a variety of different operating models utilized by potential patrons, but most consist of one or more of the following:

- a. **Producing:** The producing agency/company pays for the creation of plays, musicals, ballets, etc. Producers sell tickets and, hopefully, recover additional costs by auxiliary methods, i.e., concessions/bar sales, program sales, merchandising, etc. Often, additional support is provided by donations and grants. If a show plays long enough to a substantial audience, it can theoretically reach profitability.
- b. **Presenting:** This is where a promoter/presenter pays to bring in existing artistic productions created by others (plays, musicals, ballets), or concerts, speeches, seminars, etc. They then sell tickets and possibly merchandise, concessions, etc., as above, and expect to make a profit on single/multiple date events.
- c. **Rentals:** The venue is rented by producers, presenters, corporate entities, etc., who provide the content, meeting, speeches, or educational activities. The venue receives the rent and expense reimbursements up front. Production costs are born by the rental client. However, any profits from a successful event are realized by the renter, not the venue. This is the current operating model of RBPAC.
- d. **Combinations:** Hybrid models are common. Some examples:
 - i. Cerritos Center for the Performing Arts (owned/operated by City of Cerritos) operates as both a presenter (purchasing a season of musical/concert performances and selling tickets, reaping the proceeds) and also rents the venue

to various clients.

- ii. La Mirada Theatre for the Performing Arts (owned/operated by City of La Mirada) operates as both rental venue and presenting, like Cerritos, but additionally has a residency/partnership arrangement with McCoy Rigby Entertainment to provide a season of Broadway Musical performances, with a split of the proceeds.

Risk Levels of Each Modality:

- a. Producing carries the greatest risk, especially when developing new works without proven audience appeal. Additional challenges include navigating union contracts, scenic design and construction (or rentals for revivals), and managing artistic staff such as sound and lighting designers. However, producing allows full control over programming, ensuring offerings align with audience and community preferences. This clear artistic mission often makes it easier to secure corporate sponsorships, naming rights sales, grants, and other funding sources beyond ticket and merchandise sales.
- b. Presenting also involves risk, as events must be contracted, and deposits paid before ticket sales begin. However, since promoters typically know the type, quality, and popularity of the purchased event, this risk is more manageable than producing. Success requires a keen understanding of the local market, audience preferences, and appropriate ticket pricing.
- c. Operating as a rental venue carries the least risk. Clients cover costs, ensuring no financial loss to the venue if ticket sales are poor. However, this lower risk translates to lower revenue since clients bear the financial burden and require viable profit margins. While rental fees are limited by market conditions, venues are generally expected to recover costs for labor, utilities, and expendable supplies.

3. Exploring Additional Revenue Opportunities

- a. **Box Office/Concessions/Bar/Merchandise/Parking:** Currently RBPAC does not operate any aspect of the business that involves risk or cash handling. But all of these are potential profit centers that can be considered.
 - i. A Box Office will only make sense if the venue can offer sufficient ticketed events to make it cost-efficient or profitable. If remaining as a rental-only operation, RBPAC cannot control the types or quantities of ticketed events for which a box office (which can make money by charging service fees) makes sense. Currently, long periods of time in which rentals that do not charge admission (such as dance competitions, which are lucrative but do not sell tickets) predominate. At such times, box office operations would be largely idle and not producing revenue. A box office also requires significant staffing, software, ticket printing equipment, etc.
 - ii. Concessions (food/drink/bar/merchandise) are currently operated (if at all) by the client. A fee for permission to do so is charged by the venue, but all sales proceeds are realized by the rental client. Bar proceeds in particular tend to be substantial, but service bars require trained staff to operate safely and storage space for the products would need to be identified.
 - iii. Parking: As RBPAC lacks sufficient parking of its own, a contract with Northrop Grumman Corporation (NGC) provides the needed access to overflow parking. As it is unlikely that NGC will permit a pay parking operation on its property, that leaves only the theater's main lot. However, a paid VIP or

Preferred Parking sections can be considered.

- b. Donations/Naming Rights/Seat Endowments:** As mentioned above, these become more likely if the theater operates a season of its own (or partners with a producing agency) as donors prefer to give, name, or endow a venue with known content. Unpredictable rental offerings are not particularly enticing to corporate or private donors.
- c. Full-scale Motion Picture Presentations:** Film festivals, sneak previews (Manhattan Studios are just a few blocks away), classic movie nights, etc. may have significant local appeal and also industry appeal for previews in particular. This would require investing in upgraded projection capability, surround sound installation, and a full-size retractable projection screen.
- d. Non-theater Events:** Wedding receptions, patio parties/receptions, parking lot events (i.e., farmers' markets, food truck events, etc.) could be sources of additional revenue.
- e. Increase Fees:** Rental Rates have not been adjusted since 2019, although rates for reimbursable items such as labor have been adjusted to match current realities. If fees are increased incrementally, the RBPAC could produce more revenue while not driving away clientele with volatile costs.

4. Marketing

Marketing has been widely discussed over the years but remains underutilized. Whether through hiring a dedicated marketing specialist or contracting an outside firm, active marketing is essential for every operating model. Some effective steps have already been taken, such as upgrading the marquee sign at Aviation and Manhattan Beach Boulevards, periodic event listings in local media like the Easy Reader, and maintaining a telephone event information line. However, there are further opportunities to enhance marketing support for rental events.

If the City chooses to present its own events, strong marketing will be crucial to successful events. Even if the City maintains the current rental-only model, a targeted outreach program aimed at potential renters-such as commercial concert promoters and theatrical touring companies-should be a key component of RBPAC's future strategy.

Staff Recommendations

There are a number of options available to increase utilization and revenue generation at the RBPAC. As noted above, some are more attainable than others. Staff recommends Council consider the following:

1. Continue operating Redondo Beach Performing Arts Center as a "rental-only" venue for the near future
2. Increase rental fees 3% per year for each of the next three fiscal years
3. Direct Staff to explore possible parking lot events
4. Direct Staff to develop a cost estimate for adding full-scale motion picture presentation capabilities
5. Continue to modernize audio capabilities by purchasing updated monitor speaker system
6. Continue incremental upgrade of Stage Lighting fixtures to LEDs
7. Perform deferred maintenance items
8. Develop cost estimate for contracted marketing of the venue

According to Council direction, staff will explore the preferred options and begin the preparation of a Budget Response Report for Council's consideration as part of the FY 2025-26 budget adoption process.

COORDINATION

The Community Services Department coordinated the preparation of this report.

FISCAL IMPACT

There is no fiscal impact associated with this item. The facility improvements outlined in the report contain preliminary cost estimates that can be considered as part of future discussions of the City's Capital Improvement Program. Staff is prepared to conduct additional research should Council wish to investigate any specific efforts as part of the FY 2024-25 budget adoption process.

APPROVED BY:

Mike Witzansky, City Manager



Administrative Report

N.2., File # 25-0310

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE STATUS OF OPERATIONS AT THE REDONDO BEACH PERFORMING ARTS CENTER AND OPTIONS FOR MAXIMIZING FACILITY REVENUE

EXECUTIVE SUMMARY

As part of the strategic planning process, the City Council requested a review of the current operations at the Redondo Beach Performing Arts Center (RBPAC), along with an assessment of options to maximize facility use and revenue. This report provides the requested overview and staff recommendations on the facility changes and improvements that are most feasible and would have the greatest benefit to RBPAC operations.

BACKGROUND

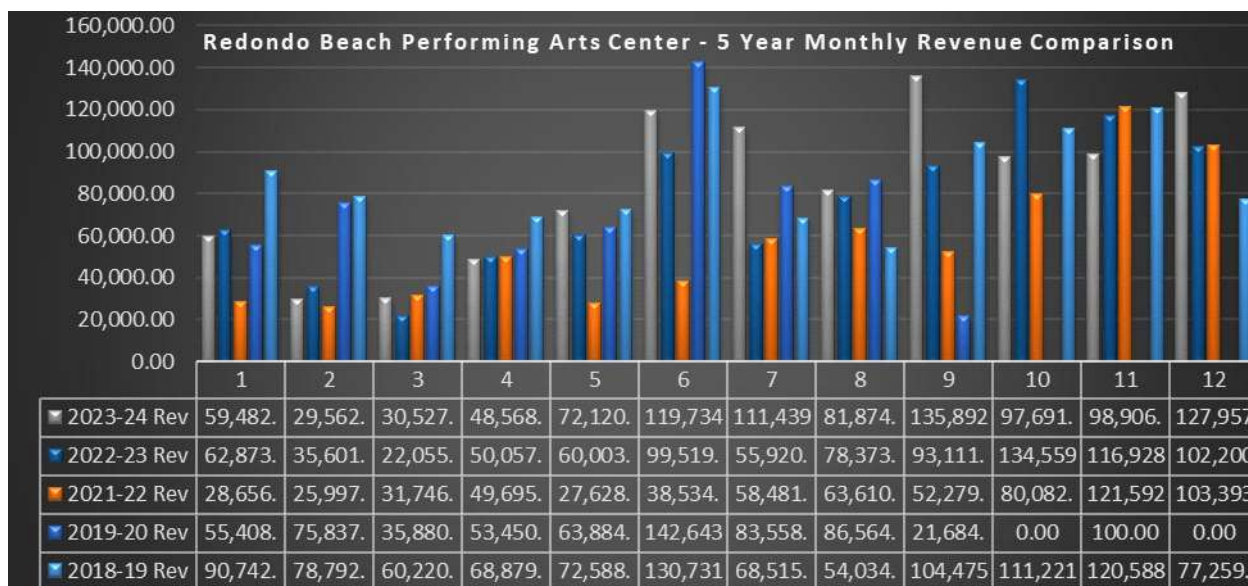
The RBPAC is a 1,457-seat theater that hosts a diverse range of performances, including ballet, concerts, plays, corporate meetings, and a popular speaker series. Originally built as a high school auditorium and acquired by the City in 1984, the venue has undergone multiple upgrades, most notably a major renovation that ran from 2001 to 2003. Since that time, the RBPAC has operated as a rental facility with events managed, marketed, and ticketed by individual rental clients.

While the RBPAC has remained consistently booked, it faces growing challenges in staying competitive within the theater rental market. Many of the upgrades that made it state-of-the-art in the late 1990s and early 2000s are now aging, necessitating both near-term improvements and a broader strategy for enhancing and diversifying its use over time. The following review examines the theater's current status and explores opportunities to maximize utilization and revenue generation.

Current Status: RBPAC Fiscal Health and Facility Condition

Fiscal Status and Revenue

The Redondo Beach Performing Arts Center has been steadily recovering from the marked downturn that followed the COVID-19 pandemic. A number of reliable rental clients that had been slow to return to the stage are once again booking events at the RBPAC. A graph and a table are included below that show a 5-year comparison of pre- and post-COVID-19 rental revenue, represented both annually and monthly.



Redondo Beach Performing Arts Center - 5 Year Monthly Revenue Comparison

	2023-24	2022-23	2021-22	2019-20	2018-19
July	59,482.29	62,873.00	28,656.56	55,408.71	90,742.19
August	29,562.88	35,601.51	25,997.16	75,837.68	78,792.60
Sept	30,527.55	22,055.50	31,746.88	35,880.82	60,220.73
Oct	48,568.19	50,057.38	49,695.82	53,450.96	68,879.58
Nov	72,120.46	60,003.47	27,628.34	63,884.17	72,588.31
Dec	119,734.75	99,519.01	38,534.38	142,643.64	130,731.86
Jan	111,439.05	55,920.25	58,481.89	83,558.61	68,515.79
Feb	81,874.75	78,373.38	63,610.73	86,564.73	54,034.87
March	135,892.74	93,111.00	52,279.89	21,684.95	104,475.17
April	97,691.94	134,559.50	80,082.83	0.00	111,221.16
May	98,906.78	116,928.13	121,592.13	100.00	120,588.93
June	127,957.02	102,200.00	103,393.38	0.00	77,259.71
TOTALS	1,013,758.40	911,202.13	681,699.99	619,014.27	1,038,050.90

2019-20: Theater Closed March 20 - June 30, 2020 Due to COVID-19 Pandemic

2020-21: Theater Closed Entire Fiscal Year Due to COVID-19 Pandemic

The table and graph show a rebound in activity since the pandemic. Operationally, the recent improvements to the audio system and video projection have restored the theater’s reputation for having outstanding sound quality which is encouraging more concert promoters to explore hosting performances at the RBPAC. However, there are a number of deferred maintenance items that need attention in order to fully capture the venue’s potential earnings and attract a greater variety of quality offerings.

Facility Conditions, Deferred Maintenance, and Preliminary Cost Estimates

1. Appearance: Maintenance which, when performed, will result in visibly improved appearance. This improves attractiveness to potential clients, ticket purchasers and other attendees and enhances the surrounding neighborhood.
 - a. Exterior Slate Cladding: The slate cladding has faded significantly from its original deep black to a pale gray, making it nearly indistinguishable from concrete. Visible issues include cracks, stains, and loose or fallen tiles, posing a risk of leaks and further deterioration.

Required Work: Repair damaged tiles, clean the surface, apply color enhancers, and seal the slate to restore its appearance and durability.
Cost Estimate: \$175,000
 - b. Parking Lot: The parking lot has not been sealed or re-stripped since 2007, resulting in cracks and an unsightly appearance.

Required Work: Seal and re-stripe the lot to provide a cost-effective yet impactful visual improvement.
Cost Estimate: \$92,000
 - c. Brick Entry Plaza: The sand-set brick entry plaza shows signs of cracking, chipping, and uneven surfaces.

Required Work: Remove existing bricks (preserving engraved donor bricks), re-level the substrate, pour a concrete bed, and mortar the bricks in place. This improvement will significantly restore/enhance the facility's curb appeal.
Cost Estimate: \$100,000
 - d. Exterior Repainting: Exterior metal elements such as railings, gates, and fencing are heavily rusted and require restoration.

Required Work: Clean, repair, and repaint these features to improve appearance and longevity.
Cost Estimate: \$100,000
 - e. Courtyard (East) Patio: The concrete patio has been severely damaged by tree roots, resulting in an uneven and unsightly surface. The defunct marquee sign, now concealed by palm trees and too damaged for use, should also be removed.

Required Work: Remove and replace the damaged concrete patio, and remove the outdated marquee sign. Restoring this space, along with appropriate night lighting, will enhance its appeal for rental events such as parties, luncheons, and outdoor functions. While partially funded in the FY 2021-22 CIP, rising costs have delayed implementation.
Cost Estimate: \$250,000
 - f. Landscape Overhaul: The Public Works Department has made significant progress in enhancing the perimeter landscaping along Aviation Blvd. and Manhattan Beach Blvd., utilizing drought-tolerant plants.

Ongoing Efforts: Continued landscaping improvements are underway.
 - g. Carpeting: The facility's carpeting, now nearly 25 years old, has endured extensive wear due to the theater's high usage and heavy foot traffic. As a result, several areas are visibly worn and have required temporary patching to maintain safety and functionality. Venue carpeting is of "airport" or "casino" grade for maximum longevity, maintainability, so it has lasted a very long time.

Required Work: Full carpet replacement throughout the facility is necessary to restore appearance and ensure long-term durability.

Cost Estimate: \$275,000

h. Seating: The seating was last refurbished in 1998. While funding was approved in the FY 2021-22 CIP based on pre-pandemic cost estimates, difficulty finding replacement parts and general inflation have impacted the project.

Current Plan: Staff is proceeding incrementally.

Phase 1 (orchestra, or front seating): \$545,850 (funded)

Phase 2 (terrace, or rear seating):\$393,725 (not yet funded)

2. HVAC System: The 20-year-old reciprocating chiller, which cools water for the building's air system, is operating at only 50% capacity with no reserve capacity. Additionally, the rooftop HVAC units installed during the 2001-03 renovation are now at the end of their useful lifespan.

Required Work: Repair or replace the chiller and replace the aging rooftop units to restore reliable climate control.

Cost Estimate: \$250,000

3. Roofing: Several sections of the roof have leaks and addressed through a patchwork of spot repairs. While the area above the dressing rooms and Gallery (east) Lobby has been addressed, the remainder of the roof requires attention. The majority of the roofing is 25 years old.

Required Work: Complete roofing repairs to ensure the building's structural integrity.

Cost Estimate: Total cost still being compiled. Some areas may be completed within existing funding.

4. Emergency Egress Lighting System: The system failed in August 2024 and requires immediate attention to ensure compliance with life safety regulations for public assembly facilities.

Required Work: Repair or replace the emergency egress lighting system to meet safety standards.

Cost Estimate: \$200,000

Increasing Facility Usage and Revenue

Aside from addressing deferred maintenance projects, other options exist for increasing both the utility (type and frequency of usage) of the RBPAC and its revenue generating capacity. The options fall under four basic categories, some of which are interdependent with other categories, while some can be undertaken as standalone programs:

1. Upgrades

a. The following enhancements/updates will add value and increased capabilities that are becoming expected of modern performing arts venues. It is expected that these efforts will improve marketability, desirability (for both potential rental clients and event attendees), and enhance revenue capacity of the RBPAC

i. Audio: A significant upgrade to the main Public Address system-including high-quality loudspeakers, amplifiers, and digital connections and routing-was successfully completed in late 2022 as part of the FY2021-22 CIP, coming in under budget. The enhanced system has been extremely well-received by RBPAC clientele and audiences. Remaining improvements include upgrading the aging microphone inventory and the monitor speaker system, which is

essential for musicians to hear one another clearly, ensuring they stay in tune and perform cohesively.

Cost Estimate: \$60,000

ii. Stage Lighting: Lighting modernization is underway, but much of the existing system relies on outdated, energy-inefficient incandescent fixtures powered by a failing wiring infrastructure from approximately 1970. Replacement is essential as lamps are becoming unavailable, energy costs are excessive, and the wiring no longer meets current standards, making maintenance costly. Upgrading to digital LED lighting will reduce energy consumption, lower maintenance costs, and eliminate expensive expendables like color filters and high-cost lamps. LEDs emit less heat, further cutting air conditioning expenses. Modern fixtures also offer built-in color options, motorized positioning, and versatile effects, improving functionality and meeting one of the most frequent requests from potential renters.

Cost Estimate (Infrastructure & Dimming System): \$500,000

Cost Estimate (Replace remaining incandescent fixtures: \$260,000)

iii. Orchestra Pit Lift: The orchestra pit, an 8-foot-deep space for up to 24 musicians, can be covered and function as a stage extension when not in use. This requires assembling a custom-built pit filler system with interlocking platforms and nearly 100 supports, taking up to six staff members a half day to set up or remove. This limits rental availability and increases costs for clients. A number of theaters address this with a hydraulic or electric pit lift system, which raises or lowers the pit floor at the push of a button in minutes. This upgrade would save time and labor, increase rental availability, and boost revenue potential.

Cost Estimate: \$600,000

2. Operating Modality

There a variety of different operating models utilized by potential patrons, but most consist of one or more of the following:

- a. **Producing:** The producing agency/company pays for the creation of plays, musicals, ballets, etc. Producers sell tickets and, hopefully, recover additional costs by auxiliary methods, i.e., concessions/bar sales, program sales, merchandising, etc. Often, additional support is provided by donations and grants. If a show plays long enough to a substantial audience, it can theoretically reach profitability.
- b. **Presenting:** This is where a promoter/presenter pays to bring in existing artistic productions created by others (plays, musicals, ballets), or concerts, speeches, seminars, etc. They then sell tickets and possibly merchandise, concessions, etc., as above, and expect to make a profit on single/multiple date events.
- c. **Rentals:** The venue is rented by producers, presenters, corporate entities, etc., who provide the content, meeting, speeches, or educational activities. The venue receives the rent and expense reimbursements up front. Production costs are born by the rental client. However, any profits from a successful event are realized by the renter, not the venue. This is the current operating model of RBPAC.
- d. **Combinations:** Hybrid models are common. Some examples:
 - i. Cerritos Center for the Performing Arts (owned/operated by City of Cerritos) operates as both a presenter (purchasing a season of musical/concert performances and selling tickets, reaping the proceeds) and also rents the venue

to various clients.

- ii. La Mirada Theatre for the Performing Arts (owned/operated by City of La Mirada) operates as both rental venue and presenting, like Cerritos, but additionally has a residency/partnership arrangement with McCoy Rigby Entertainment to provide a season of Broadway Musical performances, with a split of the proceeds.

Risk Levels of Each Modality:

- a. Producing carries the greatest risk, especially when developing new works without proven audience appeal. Additional challenges include navigating union contracts, scenic design and construction (or rentals for revivals), and managing artistic staff such as sound and lighting designers. However, producing allows full control over programming, ensuring offerings align with audience and community preferences. This clear artistic mission often makes it easier to secure corporate sponsorships, naming rights sales, grants, and other funding sources beyond ticket and merchandise sales.
- b. Presenting also involves risk, as events must be contracted, and deposits paid before ticket sales begin. However, since promoters typically know the type, quality, and popularity of the purchased event, this risk is more manageable than producing. Success requires a keen understanding of the local market, audience preferences, and appropriate ticket pricing.
- c. Operating as a rental venue carries the least risk. Clients cover costs, ensuring no financial loss to the venue if ticket sales are poor. However, this lower risk translates to lower revenue since clients bear the financial burden and require viable profit margins. While rental fees are limited by market conditions, venues are generally expected to recover costs for labor, utilities, and expendable supplies.

3. Exploring Additional Revenue Opportunities

- a. **Box Office/Concessions/Bar/Merchandise/Parking:** Currently RBPAC does not operate any aspect of the business that involves risk or cash handling. But all of these are potential profit centers that can be considered.
 - i. A Box Office will only make sense if the venue can offer sufficient ticketed events to make it cost-efficient or profitable. If remaining as a rental-only operation, RBPAC cannot control the types or quantities of ticketed events for which a box office (which can make money by charging service fees) makes sense. Currently, long periods of time in which rentals that do not charge admission (such as dance competitions, which are lucrative but do not sell tickets) predominate. At such times, box office operations would be largely idle and not producing revenue. A box office also requires significant staffing, software, ticket printing equipment, etc.
 - ii. Concessions (food/drink/bar/merchandise) are currently operated (if at all) by the client. A fee for permission to do so is charged by the venue, but all sales proceeds are realized by the rental client. Bar proceeds in particular tend to be substantial, but service bars require trained staff to operate safely and storage space for the products would need to be identified.
 - iii. Parking: As RBPAC lacks sufficient parking of its own, a contract with Northrop Grumman Corporation (NGC) provides the needed access to overflow parking. As it is unlikely that NGC will permit a pay parking operation on its property, that leaves only the theater's main lot. However, a paid VIP or

Preferred Parking sections can be considered.

- b. Donations/Naming Rights/Seat Endowments:** As mentioned above, these become more likely if the theater operates a season of its own (or partners with a producing agency) as donors prefer to give, name, or endow a venue with known content. Unpredictable rental offerings are not particularly enticing to corporate or private donors.
- c. Full-scale Motion Picture Presentations:** Film festivals, sneak previews (Manhattan Studios are just a few blocks away), classic movie nights, etc. may have significant local appeal and also industry appeal for previews in particular. This would require investing in upgraded projection capability, surround sound installation, and a full-size retractable projection screen.
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If the City chooses to present its own events, strong marketing will be crucial to successful events. Even if the City maintains the current rental-only model, a targeted outreach program aimed at potential renters-such as commercial concert promoters and theatrical touring companies-should be a key component of RBPAC's future strategy.

Staff Recommendations

There are a number of options available to increase utilization and revenue generation at the RBPAC. As noted above, some are more attainable than others. Staff recommends Council consider the following:

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According to Council direction, staff will explore the preferred options and begin the preparation of a Budget Response Report for Council's consideration as part of the FY 2025-26 budget adoption process.

COORDINATION

The Community Services Department coordinated the preparation of this report.

FISCAL IMPACT

There is no fiscal impact associated with this item. The facility improvements outlined in the report contain preliminary cost estimates that can be considered as part of future discussions of the City's Capital Improvement Program. Staff is prepared to conduct additional research should Council wish to investigate any specific efforts as part of the FY 2024-25 budget adoption process.

APPROVED BY:

Mike Witzansky, City Manager



Administrative Report

N.3., File # 25-0467

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: MICHAEL W. WEBB, CITY ATTORNEY
CITY ATTORNEY-ELECT

JOY A. FORD,

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE AMENDMENT OF THE REDONDO BEACH MUNICIPAL CODE CAMPING ORDINANCE.

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3293-25, AMENDING MUNICIPAL CODE CHAPTER 34 TO TITLE 4 REGARDING UNLAWFUL CAMPING, FOR INTRODUCTION AND FIRST READING

EXECUTIVE SUMMARY

In December of 2020, the Mayor and City Council adopted an ordinance, Ordinance No. O-3209-20, amending the municipal code to provide that in circumstances in which the provisions of the City's unlawful camping ordinance cannot be enforced pursuant to *Martin v. City of Boise*, camp facilities may be erected only between the hours of 5:00 p.m. and 10:00 a.m., daily (similar to the City of San Clemente ordinance). On June 28, 2024, the United States Supreme Court overruled *Martin v. City of Boise* in the case of *City of Grants Pass v. Johnson*, acknowledging local government's authority to regulate conduct. On October 8, 2024, the City Council adopted the new 12-month strategic plan objectives, with Objective 11 of Goal 6 Enhance the Delivery of City Services - "Anti-camping regulations: Evaluate recent anti-camping court decisions and report to the City Council on any recommended corresponding modifications to the Redondo Beach Municipal Code." The proposed ordinance modifying the Redondo Beach Municipal Code reflect the overruling of *Martin v. Boise* and adds a prohibition to utilize a bus stop site for any purpose other than boarding, disembarking, or waiting for a bus.

BACKGROUND

On April 1, 2019, in the *Martin v. City of Boise*, the United States Court of Appeals for the Ninth Circuit ruled that enforcing local laws that prohibit camping and sleeping in public "when no sleeping space is practically available in any shelter" violates the Eighth Amendment protection against cruel and unusual punishment. In December of 2020, in response to the *Martin v. City of Boise* decision, the Mayor and City Council amended the City's Municipal Code to be consistent with the *Martin v. City of Boise* decision, which allowed camp facilities to be erected only between the hours of 5:00 p.m. and 10:00 a.m. per footnote 8 of the decision.

Following *Martin v. City of Boise*, judicial injunctions barring local governments from enforcing public camping laws against people experiencing homelessness were common in the Ninth Circuit when

those cities did not have available shelter beds. Grants Pass in Oregon was one such city. Grants Pass had several laws restricting camping in public places, and shortly after the decision in *Martin v. City of Boise*, two individuals experiencing homelessness, Gloria Johnson and John Logan, filed suit challenging Grants Pass' public camping laws, claiming, among other things, that the city's ordinances violated the Eighth Amendment's Cruel and Unusual Punishment Clause. The district court found that everyone without shelter in Grants Pass was involuntarily homeless because the city's total homeless population outnumbered its practically available shelter beds. The district court thus concluded that the Eighth Amendment prohibited Grants Pass from enforcing its laws against homeless individuals in the city. On appeal, the Ninth Circuit affirmed the district court's decision that under *Martin v. City of Boise*, enforcing the public camping laws against people experiencing homelessness in Grants Pass when the homeless population exceeds the number of available shelter beds amounted to cruel and unusual punishment in violation of the Eighth Amendment. Grants Pass filed a petition for certiorari and many states, cities, and counties across the country, including Redondo Beach, joined Grants Pass in urging the United States Supreme Court to review the Ninth Circuit's decision.

The United States Supreme Court granted review and issued its opinion on June 28, 2024. In a 6-3 decision, the Supreme Court overruled *Martin v. City of Boise*, and reversed and remanded *City of Grants Pass v. Johnson*. The Supreme Court rejected the argument that the Grants Pass ordinances criminalized the status of homelessness. Instead, the Supreme Court concluded that the Grants Pass ordinances regulated conduct and were permissible because they apply uniformly to all individuals and groups. Additionally, the Supreme Court's decision in *City of Grants Pass v. Johnson* concluded the Eighth Amendment's Cruel and Unusual Punishment Clause does not prohibit the enforcement of generally applicable laws regulating camping on public property. In large part, the Supreme Court's decision restores local governments' authority to enforce public camping laws.

The *City of Grants Pass v. Johnson* decision does not obviate all legal risk that comes with addressing encampments or other conduct frequently associated with homelessness. The decision removes the Eighth Amendment as a mechanism to challenge ordinances targeting behaviors often associated with homelessness. There is still significant legal risk with criminal enforcement when someone is experiencing homelessness. According to the case of *In re Eichorn*, a person experiencing homelessness is still entitled to raise a necessity defense to charges of violating a camping ordinance. If someone has no place to stay, violating a camping ordinance may be justified by necessity. It is essential that the City of Redondo Beach continue our compassionate approach to offer a person experiencing homelessness service, interim housing and permanent housing prior to exercising enforcement.

The proposed amendment to the Redondo Beach Municipal Code eliminates the restrictions placed by *Martin v. Boise* and is consistent with the ruling in *City of Grants Pass v. Johnson*.

On August 6, 2024, the Los Angeles County Prosecutors Association formed a subcommittee to review the *City of Grants Pass v. Johnson* decision and potential amendments to each city's Municipal Code. In attendance were cities of Redondo Beach, Long Beach, Pasadena, Santa Monica, Torrance, and the district attorney's office. The Redondo Beach City Prosecutor's Office found Torrance's ordinance regarding remaining at bus stop sites most promising because the City has received multiple complaints about not being able to use bunch benches or shelters because

others remain there for multiple hours for purposes other than for boarding, disembarking or waiting for a bus. The proposed amendment prohibits remaining at a bus stop site for purposes other than for boarding, disembarking or waiting for a bus.

COORDINATION

This is a coordinated The City Attorney's Office coordinated with the Los Angeles County Prosecutors Association subcommittee in connection with the preparation of this report.

FISCAL IMPACT

The continuation of existing enforcement efforts under existing regulations is part of the Departments' annual work programs and can be accommodated with existing resources. The incremental costs associated with minor amendments to the Municipal Code can be absorbed in the Departments' annual operating budgets.

Submitted by:

Michael W. Webb, City Attorney

Joy A. Ford, City Attorney-elect

ATTACHMENTS

- Ordinance Unlawful Camping



Administrative Report

N.3., File # 25-0467

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: MICHAEL W. WEBB, CITY ATTORNEY
CITY ATTORNEY-ELECT

JOY A. FORD,

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The *City of Grants Pass v. Johnson* decision does not obviate all legal risk that comes with addressing encampments or other conduct frequently associated with homelessness. The decision removes the Eighth Amendment as a mechanism to challenge ordinances targeting behaviors often associated with homelessness. There is still significant legal risk with criminal enforcement when someone is experiencing homelessness. According to the case of *In re Eichorn*, a person experiencing homelessness is still entitled to raise a necessity defense to charges of violating a camping ordinance. If someone has no place to stay, violating a camping ordinance may be justified by necessity. It is essential that the City of Redondo Beach continue our compassionate approach to offer a person experiencing homelessness service, interim housing and permanent housing prior to exercising enforcement.

The proposed amendment to the Redondo Beach Municipal Code eliminates the restrictions placed by *Martin v. Boise* and is consistent with the ruling in *City of Grants Pass v. Johnson*.

On August 6, 2024, the Los Angeles County Prosecutors Association formed a subcommittee to review the *City of Grants Pass v. Johnson* decision and potential amendments to each city's Municipal Code. In attendance were cities of Redondo Beach, Long Beach, Pasadena, Santa Monica, Torrance, and the district attorney's office. The Redondo Beach City Prosecutor's Office found Torrance's ordinance regarding remaining at bus stop sites most promising because the City has received multiple complaints about not being able to use bunch benches or shelters because

others remain there for multiple hours for purposes other than for boarding, disembarking or waiting for a bus. The proposed amendment prohibits remaining at a bus stop site for purposes other than for boarding, disembarking or waiting for a bus.

COORDINATION

This is a coordinated The City Attorney's Office coordinated with the Los Angeles County Prosecutors Association subcommittee in connection with the preparation of this report.

FISCAL IMPACT

The continuation of existing enforcement efforts under existing regulations is part of the Departments' annual work programs and can be accommodated with existing resources. The incremental costs associated with minor amendments to the Municipal Code can be absorbed in the Departments' annual operating budgets.

Submitted by:

Michael W. Webb, City Attorney

Joy A. Ford, City Attorney-elect

ATTACHMENTS

- Ordinance Unlawful Camping

ORDINANCE NO. 3293-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING MUNICIPAL CODE CHAPTER 34 TO TITLE 5 REGARDING UNLAWFUL CAMPING.

WHEREAS, the ruling in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031 and *Martin v. City of Boise* (9th Cir. 2019) 920 F.3d 584 prohibits enforcement against camping in public if there are no available shelter beds; and

WHEREAS, on June 28, 2024, the United States Supreme Court overruled *Martin v. City of Boise* in the case of *City of Grants Pass v. Johnson* (2024) 603 U.S. 520, acknowledging local government's authority to regulate conduct; and

WHEREAS, the City has the authority to regulate to ensure the public's health, safety and general welfare; and

WHEREAS, the City has received multiple complaints about the inability to use a bus bench or shelter because there are others remaining at the bus stop site for purposes other than boarding, disembarking or waiting for a bus; and

WHEREAS, the City desires to regulate unsanitary, unhealthy, disorderly, and dangerous conduct occurring within the City; and

WHEREAS, the City finds the following prohibitions will best serve the public's health, safety and general welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY FIND AS FOLLOWS:

1. The City Council finds and determines that this Ordinance is not a project within the meaning of section 15378 of the California Environmental Quality Act ("CEQA") because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment in that this Ordinance simply clarifies existing local regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 34 of Title 4 of the Redondo Beach Municipal Code is hereby amended to read in its entirety as follows:

4-31.01 Definitions

For the purposes of this chapter:

“Camp” means to pitch or occupy camp facilities, to live temporarily in a camp facility or outdoors, to use camp paraphernalia.

“Camp facilities” include, but are not limited to, tents, tarpaulins, huts, temporary shelters, recreational vehicles (when used for sleeping), and automobiles (when used for sleeping).

“Camp paraphernalia” include, but are not limited to, sleeping bags, cots, beds, hammocks, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, or non-city designated cooking facilities and similar equipment.

“Park” means any publicly owned or controlled area intended for recreation or open space use, including any facilities thereon.

“Right-of-way” means any public property, easement or dedication used or intended to be used for public passage including, but not limited to, streets, sidewalks, alleys and parkways.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

4-34.02 Unlawful camping.

It is unlawful for any person to camp, occupy camp facilities or use camp paraphernalia in the following areas in the City:

- (a) Any park;
- (b) Any right-of-way;
- (c) Any public parking lot or public area, improved or unimproved, or any public school property;
- (d) Any beach;
- (e) In or upon any street, sidewalk, beach, public right-of-way or public property within the radius of 500 yards of an emergency transitional housing facility that provides shelter, supportive services, safe parking, or storage to people experiencing homelessness, where signage is posted.

4-34-03 Storage of personal property in public places.

It is unlawful for any person to store camp paraphernalia or camp facilities in the following areas in the City:

- (a) Any park;
- (b) Any right-of-way;
- (c) Any public parking lot or public area, improved or unimproved, or any public school property;
- (d) Any beach;

- (e) In or upon any street, sidewalk, beach, public right-of-way or public property within the radius of 500 yards of an emergency transitional housing facility that provides shelter, supportive services, safe parking, or storage to people experiencing homelessness, where signage is posted.

4-34-.04 Exceptions

(a) The Community Services Director or the Chief of Police may issue a permit to camp, occupy camp facilities or use camp paraphernalia for a period not to exceed twenty-four (24) hours in the above-referenced prohibited areas if the person (s) requesting the permit has an unusual, emergency need and the granting of such permit will not unduly impact the public health and safety.

(b) The City Council may, by resolution, authorize persons to camp, occupy camp facilities or use camp paraphernalia in areas with adequate facilities to support such activities in the City.

4-34-05 Enforcement

~~(a) Absent exigent circumstances relating to immediate threats to the public health, safety, or welfare, the provisions of section 4-34.02, subsections (a), (b), (c), and (d) will not be enforced against indigent homeless persons when no alternative shelter or publicly provided campsite is available in accordance with the holding in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031 and *Martin v. City of Bose* (9th Cir. 2019) 920 F.3d 584.~~

~~(b) In circumstances in which the provisions of section 4-34.02, subsection (a), (b), (c), and (d) will not be enforced pursuant to subsection (a) of this section, camp facilities may be erected only between the hours of 5:00 p.m. and 10:00 a.m., daily.~~

4-34-05 Bus Stop Sites

(a) No person shall remain or be present standing, sitting, or lying down in or upon any bus stop site, including but not limited to, bus shelter depots, shelters, seating, or designated space, except for the purpose of boarding, disembarking, or waiting for a bus.

(b) If a person is seen at a bus stop site twice within a twenty-four hour period and each instance was more than four hours apart, the trier of fact may permissibly infer that the person seen at the bus stop remained there not for the purpose of boarding, disembarking or waiting for a bus.

SECTION 2. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 3. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. PUBLICATION AND EFFECTIVE DATE. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 15TH day of April, 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 Ordinance No. 3293-25 was introduced at a regular meeting of the City Council held on the 1st day of April, 2025, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 15th day of April, 2025, and there after signed and approved by the Mayor and attested by the City Clerk, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

N.4., File # 25-0466

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: MICHAEL W. WEBB, OUTGOING CITY ATTORNEY JOY A. FORD,
INCOMING CITY ATTORNEY CHERYL PARK, ASSISTANT CITY ATTORNEY

TITLE

DISCUSSION, CONSIDERATION AND POSSIBLE DIRECTION TO STAFF REGARDING RULES OF CONDUCT FOR CITY COUNCIL MEETINGS

EXECUTIVE SUMMARY

None.

RECOMMENDATION

Review the current rules, discuss, and provide direction to staff.

BACKGROUND

A City Council may adopt and change its own procedural rules. However, the procedural rules cannot violate the City's charter or statutes. (See City of Pasadena v. Paine (1954) 126 Cal.App.2d 93. The last time a Redondo Beach City Council amended its rules was on November 8, 2022. With the swearing in of three Councilmembers and the Mayor to four-year terms, this is an ideal time to review and possibly amend the Rules of Conduct.

Rosenberg's Rules

The City of Redondo Beach has not adopted any rules of parliamentary procedure. In the past, questions have been resolved by looking to past practice and informally to Robert's Rules of Order. Some cities have formally adopted Robert's Rules. However, the California League of Cities has noted:

Some city councils use the latest edition of Robert's Rules of Order as a nonbinding guide to the conduct of meetings. However, Robert's Rules of Order was not written to apply to legislative bodies nor local agencies, and it cannot be strictly followed; therefore, it should not be formally adopted by the council except as a guide to conduct. Many city councils have adopted their own rules or are now using Rosenberg's Rules of Order: Simple Rules of Parliamentary Procedure for the 21st Century.

It is recommended formally adopting Rosenberg's Rules (attached) for more clarity in resolving parliamentary disputes.

Disclosure of Ex Parte Communications

Procedural due process relates to adjudicatory proceedings. Ex parte communications must be substantive and relevant to the matter in order to impact due process rights. However, substantive ex parte communications which are disclosed prior to a quasi-judicial hearings do not raise due process concerns. California case law is clear that pre-hearing disclosure of *ex parte* communications adequately protects the due process interests of the nonpresent parties to the matter. The disclosure should be complete, detailed and as early in the process as is reasonable. Some agencies require written disclosure. Further, ex parte communications after quasi-judicial hearings should be prohibited if the decision is not final.

The rules used by a number of other cities are excerpted below. It is recommended that the written disclosure form that the California Coastal Commission uses be adopted. (See below)

MEETING ADJOURNMENT

Section VIII of the current rules provides:

As a general guideline, the City Council intends to conclude its meetings at or before 11 p.m. At 10:30 p.m., or as soon thereafter as possible, the City Council will determine which remaining agenda items, if any, will be considered after 11 p.m. Any agenda items not completed will be carried over to the following Tuesday.

Over the past few years this rule has been followed very inconsistently. It is recommended that the City Council either follow this rule consistently or remove it from their rules.

Other items that the Mayor and City Council may want to consider may include procedures on how to address disruptive public comment. SB 1100 is attached for your reference.

Submitted by:

Michael W. Webb, Outgoing City Attorney
Joy A. Ford, Incoming City Attorney
Cheryl Park, Assistant City Attorney

ATTACHMENTS

- Rules of Conduct for Council Meetings
- Rosenberg's Rules of Order

Examples of Ex Parte Disclosure Rules

- Santa Barbara City Council Procedures
- Berkeley Rules of Procedure and Order (2016)
- Berkeley Land Use Resolution (2004)
- Palo Alto City Council Procedures and Protocols Handbook (2013)
- Santa Monica Rules of Conduct for City Council Meetings
- Mountain View City Council Code of Conduct (2015)
- Thousand Oaks Municipal Code (1984)

- California Coastal Commission Ex Parte Communication Disclosure Form
SB 1100 - Government Code Section 54957.95

EXAMPLES OF CITY COUNCIL EX PARTE CONTACT RULES

Santa Barbara City Council Procedures (2015)

4.14.4. Identification of Quasi-Judicial Matters on the Agenda. The City Administrator/City Clerk, in conjunction with the City Attorney, will identify agenda items involving quasi-judicial decisions on the Council agenda. This identification is intended to inform the Council, interested parties, and the public that this policy will apply to the item, but failure to identify an item shall not be cause for a continuance.

4.14.5. Policy to Avoid Ex Parte Contacts. Ex parte contacts are substantive oral or individual written communications concerning quasi-judicial matters that occur outside of noticed public hearings. City Councilmembers should avoid and discourage ex parte contacts if at all possible.

4.14.6. Disclosure of Ex Parte Contacts. If an ex parte contact does occur (which it might because the public has a hard time understanding that on quasi-judicial matters the Council's decision making is confined to the hearing), the Councilmember must disclose the contact and the substance of the information communicated on the record at the start of the public hearing. This disclosure allows people who may have a different point of view or contrary evidence to make their points during the hearing in response to the information you may have obtained through the ex parte contact. The disclosure might go something like this: "I was approached by the appellant last week and they told me that neighborhood traffic is much greater than the City's baseline assumptions."

4.14.7. Ex Parte Contacts After the Hearing. Ex parte contacts after a public hearing is closed and before a final decision is rendered are prohibited because there is no opportunity for rebuttal.

Berkeley Rules of Procedure and Order (2016)

Following any staff presentation, each member of the City Council shall verbally disclose all ex parte contacts concerning the subject of the hearing. Members shall also submit a report of such contacts in writing prior to the commencement of the hearing. Such reports shall include a brief statement describing the name, date, place, and content of the contact. Written reports shall be available for public review in the office of the City Clerk prior to the meeting and placed in a file available for public viewing at the meeting.

Berkeley Land Use Resolution (2004)

3. Council members and Commissioners may receive information relevant to the land use decision by contacts with the parties, the public or staff and are not confined to reading the record or hearing presentations at public hearings.

4. Where information of a specific nature is gathered by a member of the City Council or a board or commission, through contacts outside the record, and the information is not already in the record, the member shall, to the extent feasible, keep contemporaneous notes of the substance of the contact and shall disclose

the contact and its substance on the record prior to the commencement of the hearing to which such contact relates. Where the information is received during the pendency of a hearing the matter shall be disclosed prior to completion of the hearing and the parties and public shall have an opportunity to respond if the matter is substantially new information.

5. Where such contacts were made and information gathered prior to a pending decision by the Council or any decision making body whether or not to grant a hearing, the substance of the information shall be reported to the secretary of the relevant body as soon as it is made. The secretary shall maintain a file on such disclosed contacts for review by members of the public.

Palo Alto City Council Procedures and Protocols Handbook (2013)

2) Restrictions on Council Communications Outside of Quasi-Judicial and Planned Community Zone Hearings

It is the policy of the Council to discourage the gathering and submission of information by Council Members outside of any noticed public meeting, prior to final recommendations by the Architectural Review Board or Planning & Transportation Commission. The following procedural guidelines are intended to implement this policy, but shall not be construed to create any remedy or right of action.

3) Identification of Quasi-Judicial/Planned Community Matters

The City Attorney, in conjunction with the City Clerk and City Manager, will identify agenda items involving quasi-judicial/planned community decisions on both the tentative and regular Council agendas. This identification is intended to inform the Council, interested parties, and the public that this policy will apply to the item.

4) Council to Track Contacts

Council Members will use their best efforts to track contacts pertaining to such identified quasi-judicial/planned community decision items. Contacts include conversations, meetings, site visits, mailings, or presentations during which substantial factual information about the item is gathered by or submitted to the Council Member.

5) Disclosure

When the item is presented to the Council for hearing, Council Members will disclose any contacts which have significantly influenced their preliminary views or opinions about the item. The disclosure may be oral or written, and should explain the substance of the contact so that other Council Members, interested parties, and the public will have an opportunity to become apprised of the factors influencing the Council's decision and to attempt to controvert or rebut any such factor during the hearing. Disclosure alone will not be deemed sufficient basis for a request to continue the item. A contact or the disclosure of a contact shall not be deemed grounds for disqualification of a Council Member from participation in a quasi-judicial/planned community decision unless the Council Member

determines that the nature of the contact is such that it is not possible for the Council Member to reach an impartial decision on the item.

6) No Contacts after Hearings

Following closure of the hearing, and prior to a final decision, Council Members will refrain from any contacts pertaining to the item, other than clarifying questions directed to City staff.

Santa Monica Rules of Conduct for City Council Meetings

RULE 14. DISCLOSURE FOR QUASI JUDICIAL MATTERS.

On quasi-judicial matters, Councilmembers shall verbally disclose off the record contacts relating to the item, after the item is called and before Council consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the Councilmember had contact, and the nature of the contact.

Mountain View City Council Code of Conduct (2015)

4.7 Quasi-Judicial Role/Ex Parte Contacts

The City Council has a number of roles. It legislates and makes administrative and executive decisions. The Council also acts in a quasi-judicial capacity or "like a judge" when it rules on various permits, licenses, and land use entitlements. In this last capacity, quasi-judicial, the Council holds a hearing, takes evidence, determines what the evidence shows, and exercises its discretion in applying the facts to the law shown by the evidence. It is to these proceedings that the rule relative to ex parte contacts applies.

4.7.1 Ex Parte Contacts/Fair Hearings. The Council shall refrain from receiving information and evidence on any quasi-judicial matter while such matter is pending before the City Council or any agency, board, or commission thereof, except at the public hearing.

As an elected official, it is often impossible to avoid such contacts and exposure to information. Therefore, if any member is exposed to information or evidence about a pending matter outside of the public hearing, through contacts by constituents, the applicant or through site visits, the member shall disclose all such information and/or evidence acquired from such contacts, which is not otherwise included in the written or oral staff report, during the public hearing, and before the public comments period is opened.

Matters are "pending" when an application has been filed. Information and evidence gained by members via their attendance at noticed public hearings before subordinate boards and commissions are not subject to this rule.

Thousand Oaks Municipal Code (1984)

Sec. 1-10.08. Ex parte communications.

No official or employee shall encourage, make or accept any ex parte or other unilateral application or communication that excludes the interests of other

parties in a matter under consideration when such application or communication is designed to influence the official decision or conduct of the official or other officials, employees or agencies in order to obtain a more favored treatment or special consideration to advance the personal or private interests of him/herself or others. The purpose of this provision is to guarantee that all interested parties to any matter shall have equal opportunity to express and represent their interests.

Any written ex parte communication received by an official or employee in matters where all interested parties should have an equal opportunity for a hearing shall be made a part of the record by the recipient.

Any oral ex parte communication received under such conditions should be written down in substance by the recipient and also be made a part of the record.

A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

California Code, Public Resources Code - PRC § 30324

(a) No commission member, nor any interested person, shall conduct an ex parte communication unless the commission member fully discloses and makes public the ex parte communication by providing a full report of the communication to the executive director within seven days after the communication or, if the communication occurs within seven days of the next commission hearing, to the commission on the record of the proceeding at that hearing.

(b)(1) The commission shall adopt standard disclosure forms for reporting ex parte communications which shall include, but not be limited to, all of the following information:

(A) The date, time, and location of the communication.

(B)(i) The identity of the person or persons initiating and the person or persons receiving the communication.

(ii) The identity of the person on whose behalf the communication was made.

(iii) The identity of all persons present during the communication.

(C) A complete, comprehensive description of the content of the ex parte communication, including a complete set of all text and graphic material that was part of the communication.

(2) The executive director shall place in the public record any report of an ex parte communication.

(c) Communications shall cease to be ex parte communications when fully disclosed and placed in the commission's official record.

EX PARTE COMMUNICATION DISCLOSURE FORM

Filed by Commissioner: _____

1) Name or description of project: _____

2) Date and time of receipt of communication: _____

3) Location of communication: _____

(If not in person, include the means of communication, e.g., telephone, e-mail, etc.)

4) Identity of person(s) initiating communication: _____

5) Identity of person(s) on whose behalf communication was made: _____

6) Identity of persons(s) receiving communication: _____

7) Identity of all person(s) present during the communication: _____

Complete, comprehensive description of communication content (attach complete set of any text or graphic material presented):

Date

Signature of Commissioner

TIMING FOR FILING OF DISCLOSURE FORM: File this form with the Executive Director within seven (7) days of the ex parte communication, if the communication occurred seven or more days in advance of the Commission hearing on the item that was the subject of the communication. If the communication occurred within seven (7) days of the hearing, provide the information orally on the record of the proceeding and provide the Executive Director with a copy of any written material that was part of the communication. This form may be filed with the Executive Director in addition to the oral disclosure.

Senate Bill No. 1100
CHAPTER 171

An act to add Section 54957.95 to the Government Code, relating to local government.
[Approved by Governor August 22, 2022. Filed with Secretary of State August 22, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1100, Cortese. Open meetings: orderly conduct.

(1) Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Existing law requires every agenda for regular meetings of a local agency to provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's

consideration of the item, that is within the subject matter jurisdiction of the legislative body. Existing law authorizes the legislative body to adopt reasonable regulations to ensure that the intent of the provisions relating to this public comment requirement is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Existing law authorizes the members of the legislative body conducting the meeting to order the meeting room cleared and continue in session, as prescribed, if a group or groups have willfully interrupted the orderly conduct of a meeting and order cannot be restored by the removal of individuals who are willfully interrupting the meeting.

This bill would authorize the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting the meeting. The bill, except as provided, would require removal to be preceded by a warning to the individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to cease their behavior may result in their removal. The bill would authorize the presiding member or their designee to then remove the individual if the individual does not promptly cease their disruptive behavior. The bill would define "disrupting" for this purpose.

(2) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(3) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Digest Key

Vote: MAJORITY Appropriation: NO Fiscal Committee: NO Local Program: NO

Bill Text

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

(a) It is the intent of the Legislature to prescribe requirements for governing public meetings that are consistent with subdivision (c) of Section 54954.3 of the Government Code, which provides that a legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body.

(b) It is further the intent of the Legislature to prescribe requirements for governing public meetings to protect civil liberties in accordance with the United States Constitution, the California Constitution, and relevant law.

(c) It is further the intent of the Legislature to codify the authority and standards for governing public meetings in accordance with *Acosta v. City of Costa Mesa*, 718 F.3d 800, 811 (9th Cir. 2013),

in which the court explained that an ordinance governing the decorum of a city council meeting is not facially overbroad if it only permits a presiding officer to eject an attendee for actually disturbing or impeding a meeting.

SEC. 2. Section 54957.95 is added to the Government Code, to read:

54957.95.

(a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

SEC. 3.

The Legislature finds and declares that Section 2 of this act, which adds Section 54957.95 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

This act is necessary to give legislative bodies clear authorization to restore order to meetings in the event of actual disruptions that are disturbing, disrupting, impeding, or rendering infeasible the orderly conduct of the meeting and, thereby, preserve the rights of other members of the public at the meeting and allow the legislative body to continue its work on behalf of the public.

SEC. 4.

The Legislature finds and declares that Section 2 of this act, which adds Section 54957.95 to the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to give legislative bodies clear authorization to restore order to meetings in the

event of actual disruptions that are disturbing, disrupting, impeding, or rendering infeasible the orderly conduct of the meeting and, thereby, preserve the rights of other members of the public at the meeting and allow the legislative body to continue its work on behalf of the public.



Administrative Report

N.4., File # 25-0466

Meeting Date: 4/1/2025

To: MAYOR AND CITY COUNCIL

From: MICHAEL W. WEBB, OUTGOING CITY ATTORNEY JOY A. FORD,
INCOMING CITY ATTORNEY CHERYL PARK, ASSISTANT CITY ATTORNEY

TITLE

DISCUSSION, CONSIDERATION AND POSSIBLE DIRECTION TO STAFF REGARDING RULES OF CONDUCT FOR CITY COUNCIL MEETINGS

EXECUTIVE SUMMARY

None.

RECOMMENDATION

Review the current rules, discuss, and provide direction to staff.

BACKGROUND

A City Council may adopt and change its own procedural rules. However, the procedural rules cannot violate the City's charter or statutes. (See City of Pasadena v. Paine (1954) 126 Cal.App.2d 93. The last time a Redondo Beach City Council amended its rules was on November 8, 2022. With the swearing in of three Councilmembers and the Mayor to four-year terms, this is an ideal time to review and possibly amend the Rules of Conduct.

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It is recommended formally adopting Rosenberg's Rules (attached) for more clarity in resolving parliamentary disputes.

Disclosure of Ex Parte Communications

Procedural due process relates to adjudicatory proceedings. Ex parte communications must be substantive and relevant to the matter in order to impact due process rights. However, substantive ex parte communications which are disclosed prior to a quasi-judicial hearings do not raise due process concerns. California case law is clear that pre-hearing disclosure of *ex parte* communications adequately protects the due process interests of the nonpresent parties to the matter. The disclosure should be complete, detailed and as early in the process as is reasonable. Some agencies require written disclosure. Further, ex parte communications after quasi-judicial hearings should be prohibited if the decision is not final.

The rules used by a number of other cities are excerpted below. It is recommended that the written disclosure form that the California Coastal Commission uses be adopted. (See below)

MEETING ADJOURNMENT

Section VIII of the current rules provides:

As a general guideline, the City Council intends to conclude its meetings at or before 11 p.m. At 10:30 p.m., or as soon thereafter as possible, the City Council will determine which remaining agenda items, if any, will be considered after 11 p.m. Any agenda items not completed will be carried over to the following Tuesday.

Over the past few years this rule has been followed very inconsistently. It is recommended that the City Council either follow this rule consistently or remove it from their rules.

Other items that the Mayor and City Council may want to consider may include procedures on how to address disruptive public comment. SB 1100 is attached for your reference.

Submitted by:

Michael W. Webb, Outgoing City Attorney
Joy A. Ford, Incoming City Attorney
Cheryl Park, Assistant City Attorney

ATTACHMENTS

- Rules of Conduct for Council Meetings
- Rosenberg's Rules of Order

Examples of Ex Parte Disclosure Rules

- Santa Barbara City Council Procedures
- Berkeley Rules of Procedure and Order (2016)
- Berkeley Land Use Resolution (2004)
- Palo Alto City Council Procedures and Protocols Handbook (2013)
- Santa Monica Rules of Conduct for City Council Meetings
- Mountain View City Council Code of Conduct (2015)
- Thousand Oaks Municipal Code (1984)

- California Coastal Commission Ex Parte Communication Disclosure Form
SB 1100 - Government Code Section 54957.95

EXAMPLES OF CITY COUNCIL EX PARTE CONTACT RULES

Santa Barbara City Council Procedures (2015)

4.14.4. Identification of Quasi-Judicial Matters on the Agenda. The City Administrator/City Clerk, in conjunction with the City Attorney, will identify agenda items involving quasi-judicial decisions on the Council agenda. This identification is intended to inform the Council, interested parties, and the public that this policy will apply to the item, but failure to identify an item shall not be cause for a continuance.

4.14.5. Policy to Avoid Ex Parte Contacts. Ex parte contacts are substantive oral or individual written communications concerning quasi-judicial matters that occur outside of noticed public hearings. City Councilmembers should avoid and discourage ex parte contacts if at all possible.

4.14.6. Disclosure of Ex Parte Contacts. If an ex parte contact does occur (which it might because the public has a hard time understanding that on quasi-judicial matters the Council's decision making is confined to the hearing), the Councilmember must disclose the contact and the substance of the information communicated on the record at the start of the public hearing. This disclosure allows people who may have a different point of view or contrary evidence to make their points during the hearing in response to the information you may have obtained through the ex parte contact. The disclosure might go something like this: "I was approached by the appellant last week and they told me that neighborhood traffic is much greater than the City's baseline assumptions."

4.14.7. Ex Parte Contacts After the Hearing. Ex parte contacts after a public hearing is closed and before a final decision is rendered are prohibited because there is no opportunity for rebuttal.

Berkeley Rules of Procedure and Order (2016)

Following any staff presentation, each member of the City Council shall verbally disclose all ex parte contacts concerning the subject of the hearing. Members shall also submit a report of such contacts in writing prior to the commencement of the hearing. Such reports shall include a brief statement describing the name, date, place, and content of the contact. Written reports shall be available for public review in the office of the City Clerk prior to the meeting and placed in a file available for public viewing at the meeting.

Berkeley Land Use Resolution (2004)

3. Council members and Commissioners may receive information relevant to the land use decision by contacts with the parties, the public or staff and are not confined to reading the record or hearing presentations at public hearings.

4. Where information of a specific nature is gathered by a member of the City Council or a board or commission, through contacts outside the record, and the information is not already in the record, the member shall, to the extent feasible, keep contemporaneous notes of the substance of the contact and shall disclose

the contact and its substance on the record prior to the commencement of the hearing to which such contact relates. Where the information is received during the pendency of a hearing the matter shall be disclosed prior to completion of the hearing and the parties and public shall have an opportunity to respond if the matter is substantially new information.

5. Where such contacts were made and information gathered prior to a pending decision by the Council or any decision making body whether or not to grant a hearing, the substance of the information shall be reported to the secretary of the relevant body as soon as it is made. The secretary shall maintain a file on such disclosed contacts for review by members of the public.

Palo Alto City Council Procedures and Protocols Handbook (2013)

2) Restrictions on Council Communications Outside of Quasi-Judicial and Planned Community Zone Hearings

It is the policy of the Council to discourage the gathering and submission of information by Council Members outside of any noticed public meeting, prior to final recommendations by the Architectural Review Board or Planning & Transportation Commission. The following procedural guidelines are intended to implement this policy, but shall not be construed to create any remedy or right of action.

3) Identification of Quasi-Judicial/Planned Community Matters

The City Attorney, in conjunction with the City Clerk and City Manager, will identify agenda items involving quasi-judicial/planned community decisions on both the tentative and regular Council agendas. This identification is intended to inform the Council, interested parties, and the public that this policy will apply to the item.

4) Council to Track Contacts

Council Members will use their best efforts to track contacts pertaining to such identified quasi-judicial/planned community decision items. Contacts include conversations, meetings, site visits, mailings, or presentations during which substantial factual information about the item is gathered by or submitted to the Council Member.

5) Disclosure

When the item is presented to the Council for hearing, Council Members will disclose any contacts which have significantly influenced their preliminary views or opinions about the item. The disclosure may be oral or written, and should explain the substance of the contact so that other Council Members, interested parties, and the public will have an opportunity to become apprised of the factors influencing the Council's decision and to attempt to controvert or rebut any such factor during the hearing. Disclosure alone will not be deemed sufficient basis for a request to continue the item. A contact or the disclosure of a contact shall not be deemed grounds for disqualification of a Council Member from participation in a quasi-judicial/planned community decision unless the Council Member

determines that the nature of the contact is such that it is not possible for the Council Member to reach an impartial decision on the item.

6) No Contacts after Hearings

Following closure of the hearing, and prior to a final decision, Council Members will refrain from any contacts pertaining to the item, other than clarifying questions directed to City staff.

Santa Monica Rules of Conduct for City Council Meetings

RULE 14. DISCLOSURE FOR QUASI JUDICIAL MATTERS.

On quasi-judicial matters, Councilmembers shall verbally disclose off the record contacts relating to the item, after the item is called and before Council consideration of the matter. Disclosure shall include the identity of an individual(s) with whom the Councilmember had contact, and the nature of the contact.

Mountain View City Council Code of Conduct (2015)

4.7 Quasi-Judicial Role/Ex Parte Contacts

The City Council has a number of roles. It legislates and makes administrative and executive decisions. The Council also acts in a quasi-judicial capacity or "like a judge" when it rules on various permits, licenses, and land use entitlements. In this last capacity, quasi-judicial, the Council holds a hearing, takes evidence, determines what the evidence shows, and exercises its discretion in applying the facts to the law shown by the evidence. It is to these proceedings that the rule relative to ex parte contacts applies.

4.7.1 Ex Parte Contacts/Fair Hearings. The Council shall refrain from receiving information and evidence on any quasi-judicial matter while such matter is pending before the City Council or any agency, board, or commission thereof, except at the public hearing.

As an elected official, it is often impossible to avoid such contacts and exposure to information. Therefore, if any member is exposed to information or evidence about a pending matter outside of the public hearing, through contacts by constituents, the applicant or through site visits, the member shall disclose all such information and/or evidence acquired from such contacts, which is not otherwise included in the written or oral staff report, during the public hearing, and before the public comments period is opened.

Matters are "pending" when an application has been filed. Information and evidence gained by members via their attendance at noticed public hearings before subordinate boards and commissions are not subject to this rule.

Thousand Oaks Municipal Code (1984)

Sec. 1-10.08. Ex parte communications.

No official or employee shall encourage, make or accept any ex parte or other unilateral application or communication that excludes the interests of other

parties in a matter under consideration when such application or communication is designed to influence the official decision or conduct of the official or other officials, employees or agencies in order to obtain a more favored treatment or special consideration to advance the personal or private interests of him/herself or others. The purpose of this provision is to guarantee that all interested parties to any matter shall have equal opportunity to express and represent their interests.

Any written ex parte communication received by an official or employee in matters where all interested parties should have an equal opportunity for a hearing shall be made a part of the record by the recipient.

Any oral ex parte communication received under such conditions should be written down in substance by the recipient and also be made a part of the record.

A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

California Code, Public Resources Code - PRC § 30324

(a) No commission member, nor any interested person, shall conduct an ex parte communication unless the commission member fully discloses and makes public the ex parte communication by providing a full report of the communication to the executive director within seven days after the communication or, if the communication occurs within seven days of the next commission hearing, to the commission on the record of the proceeding at that hearing.

(b)(1) The commission shall adopt standard disclosure forms for reporting ex parte communications which shall include, but not be limited to, all of the following information:

(A) The date, time, and location of the communication.

(B)(i) The identity of the person or persons initiating and the person or persons receiving the communication.

(ii) The identity of the person on whose behalf the communication was made.

(iii) The identity of all persons present during the communication.

(C) A complete, comprehensive description of the content of the ex parte communication, including a complete set of all text and graphic material that was part of the communication.

(2) The executive director shall place in the public record any report of an ex parte communication.

(c) Communications shall cease to be ex parte communications when fully disclosed and placed in the commission's official record.

EX PARTE COMMUNICATION DISCLOSURE FORM

Filed by Commissioner: _____

1) Name or description of project: _____

2) Date and time of receipt of communication: _____

3) Location of communication: _____

(If not in person, include the means of communication, e.g., telephone, e-mail, etc.)

4) Identity of person(s) initiating communication: _____

5) Identity of person(s) on whose behalf communication was made: _____

6) Identity of persons(s) receiving communication: _____

7) Identity of all person(s) present during the communication: _____

Complete, comprehensive description of communication content (attach complete set of any text or graphic material presented):

Date

Signature of Commissioner

TIMING FOR FILING OF DISCLOSURE FORM: File this form with the Executive Director within seven (7) days of the ex parte communication, if the communication occurred seven or more days in advance of the Commission hearing on the item that was the subject of the communication. If the communication occurred within seven (7) days of the hearing, provide the information orally on the record of the proceeding and provide the Executive Director with a copy of any written material that was part of the communication. This form may be filed with the Executive Director in addition to the oral disclosure.

Senate Bill No. 1100
CHAPTER 171

An act to add Section 54957.95 to the Government Code, relating to local government. [Approved by Governor August 22, 2022. Filed with Secretary of State August 22, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1100, Cortese. Open meetings: orderly conduct.

(1) Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Existing law requires every agenda for regular meetings of a local agency to provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's

consideration of the item, that is within the subject matter jurisdiction of the legislative body. Existing law authorizes the legislative body to adopt reasonable regulations to ensure that the intent of the provisions relating to this public comment requirement is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Existing law authorizes the members of the legislative body conducting the meeting to order the meeting room cleared and continue in session, as prescribed, if a group or groups have willfully interrupted the orderly conduct of a meeting and order cannot be restored by the removal of individuals who are willfully interrupting the meeting.

This bill would authorize the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting the meeting. The bill, except as provided, would require removal to be preceded by a warning to the individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to cease their behavior may result in their removal. The bill would authorize the presiding member or their designee to then remove the individual if the individual does not promptly cease their disruptive behavior. The bill would define "disrupting" for this purpose.

(2) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(3) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Digest Key

Vote: MAJORITY Appropriation: NO Fiscal Committee: NO Local Program: NO

Bill Text

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

(a) It is the intent of the Legislature to prescribe requirements for governing public meetings that are consistent with subdivision (c) of Section 54954.3 of the Government Code, which provides that a legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body.

(b) It is further the intent of the Legislature to prescribe requirements for governing public meetings to protect civil liberties in accordance with the United States Constitution, the California Constitution, and relevant law.

(c) It is further the intent of the Legislature to codify the authority and standards for governing public meetings in accordance with *Acosta v. City of Costa Mesa*, 718 F.3d 800, 811 (9th Cir. 2013),

in which the court explained that an ordinance governing the decorum of a city council meeting is not facially overbroad if it only permits a presiding officer to eject an attendee for actually disturbing or impeding a meeting.

SEC. 2. Section 54957.95 is added to the Government Code, to read:

54957.95.

(a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

SEC. 3.

The Legislature finds and declares that Section 2 of this act, which adds Section 54957.95 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

This act is necessary to give legislative bodies clear authorization to restore order to meetings in the event of actual disruptions that are disturbing, disrupting, impeding, or rendering infeasible the orderly conduct of the meeting and, thereby, preserve the rights of other members of the public at the meeting and allow the legislative body to continue its work on behalf of the public.

SEC. 4.

The Legislature finds and declares that Section 2 of this act, which adds Section 54957.95 to the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to give legislative bodies clear authorization to restore order to meetings in the

event of actual disruptions that are disturbing, disrupting, impeding, or rendering infeasible the orderly conduct of the meeting and, thereby, preserve the rights of other members of the public at the meeting and allow the legislative body to continue its work on behalf of the public.

RULES OF CONDUCT FOR COUNCIL MEETINGS

ADOPTED JULY 11, 1977*



RULES OF CONDUCT FOR CITY COUNCIL MEETINGS

It is the policy of the Redondo Beach City Council to:

- 1) Provide an opportunity for public input on all matters of City business; and
- 2) Conduct its meetings in an efficient, business-like manner.

To achieve this goal, the City Council has adopted certain rules and procedures governing the conduct of its meetings. Your compliance with these Rules of Conduct is appreciated.

I. COUNCIL PARTICIPATION VIA TELECONFERENCE UNDER PROVISIONS OF THE BROWN ACT AND CITY CHARTER

The City Charter requires that a quorum of the members of the City Council must be present in the Chamber in order to call a meeting to order, thus only two members of the City Council and the Mayor may participate in meetings by remote location(s) under normal or regular (non-emergency) circumstances. Public access and participation must also be accommodated by the Councilmember or Mayor at the remote location.

A. First-come, first-served basis - the first two Council members to notify the City Clerk shall be given priority and may participate in City Council meetings virtually, either by cell phone and/or Zoom teleconference.

1. Priority shall be given for remote participation for reasons of medical issues with Council approval.
2. Limited to nine (9) meetings per year per Councilmember, subject to Council approval thereafter.

B. Notification to the City Clerk (cityclerk@redondo.org) and Mayor via email by each Wednesday at 5:00 p.m. preceding each published Tuesday City Council meeting agenda, and shall include the following information.

1. Name and address of remote location or hotel (by law, this information will be included on the posted Agenda); and
2. Cell phone number of Council or Mayor participant.

C. Posting of Agenda: The Councilmember or Mayor shall cause the City Council Agenda to be posted at the door of the room, conference room, or front door of residence where the Councilmember will remotely participate in the meeting.

1. Proof of Posting: The Councilmember and/or Mayor will announce at the City Council meeting that the agenda was posted at the remote location accordingly to law (either 72 hours in advance of the Regular Meeting or 24 hours in advance of a called Special Meeting) for the record.

D. Costs: For use of a hotel conference room, if arranged by the Councilmember and/or Mayor, costs shall be paid from Mayor and Council

travel budget. (Hotel staff/concierge may post Council Agenda at publicly accessible location.)

E. Computer on Loan – Upon the request of the Councilmember or Mayor, the City IT Department may loan a laptop computer for their use at remote locations.

II. CONSENT CALENDAR

- A. All business items, except those formally noticed for public hearing, are placed on the Consent Calendar.
- B. The Mayor will ask whether any member of the City Council or any member of the public wishes to have a Consent Calendar Item(s) “pulled for discussion” and acted upon separately. Items removed from the Consent Calendar will be taken up under the section “Items for Discussion Prior to Action.”

All remaining items on the Consent Calendar will be approved in one motion; the title of all ordinances and/or resolutions will be read in full by the City Clerk.

III. QUASI-JUDICIAL PUBLIC HEARINGS (i.e. land use applications or appeals; licenses; permits)

- C. All public hearings shall be conducted in accordance with the following sequence of steps:
 - 1. Announcement and motion to open public hearing;
 - 2. Motion to receive and file affidavit of publication, case file, and written correspondence;
 - 3. Staff presentation;
 - 4. Public testimony and presentation of evidence;
 - a. Proponent maximum of 1 hour;
 - b. For one appellant a maximum of 1 hour, 2 appellants, a maximum of 45 minutes each, and 3 appellants or more, 30 minutes each;
 - c. Public comment 3 minutes each;
 - d. Appellant rebuttal 20 minutes for each appellant;
 - e. Proponent rebuttal 20 minutes x number of appellants.
 - 5. City Council questions;
 - 6. Motion to close public hearing;
 - 7. City Council discussion and debate;

8. Motion and action.

- D. After the hearing has been closed, no person shall address the City Council unless the public hearing is re-opened by a majority vote of the Council. A public hearing shall be re-opened only when there is additional relevant evidence that could not have been presented during the scheduled opportunity for public testimony.
- E. The Mayor, members of the City Council, and City staff shall refrain from interrupting a speaker during his/her allotted time for public testimony. Questions and/or responses shall be held until the end of the speaker's full presentation.

IV. ITEMS PULLED FROM THE CONSENT CALENDAR FOR DISCUSSION

- a. These agenda items shall be considered in accordance with the following sequence of steps:
 - i. Introduction of item;
 - ii. Staff presentation, if required;
 - iii. Public comment and/or questions;
 - iv. City Council questions;
 - v. City Council discussion and debate;
 - vi. Motion and action.
- b. After a motion has been made, no person shall address the City Council without first securing permission of the presiding officer.
- c. The Mayor, members of the City Council, and City staff shall refrain from interrupting a speaker during his/her allotted time for public testimony. Questions and/or responses shall be held until the end of the speaker's full presentation.

V. PUBLIC PARTICIPATION – RULES PERTAINING TO ALL PUBLIC TESTIMONY

Order of priority for receiving public testimony:

- 1) Email communications received & filed by Council
 - Emails received by 3:00 p.m. on date of meeting are compiled/organized by Agenda Item or as "Public Participation on Non-Agenda items" and transmitted to the City Council (blue folder procedure);
 - 2) Public in attendance in Chamber;
 - 3) Public participating via Zoom/phone calls; and
 - 4) *eComments* submitted via public agenda calendar portal, (2200 characters maximum entry; equal to ~3 minutes verbal). City Clerk will announce the number of *eComments* for each item and their position (neutral, support, oppose).
- a. Public Participation on non-agenda items will follow Public Hearings;

- b. The “public participation” portion of the agenda shall be reserved for the public to address the City Council regarding general problems, questions or complaints.
- c. No person shall address the City Council without first being recognized by the presiding officer.
- d. Each person in attendance in the Chamber wishing to address the City Council shall step to the microphone, clearly state his/her name and address for the record, state the subject he/she wishes to discuss, and proceed with his/her remarks.
- e. Remarks shall be limited to three (3) minutes.
- f. In situations where an unusual number of people wish to speak on an item, the presiding officer may place reasonable limits upon the time allocated for that item, and for each individual speaker. Such time limits shall allow for full discussion of the item by interested parties or their representative(s). Groups are encouraged to designate a spokesperson who may be granted additional time to speak.
- g. All remarks shall be addressed to the City Council as a whole and not to any member thereof. No questions shall be directed to a member of the City Council or the City staff except through, and with the permission of, the presiding officer.
- h. Speakers shall confine their remarks to those which are relevant to the subject under consideration.
- i. Speakers are encouraged to present new evidence and points of view not previously considered, and avoid repetition of statements made by previous speakers.
- j. No person shall speak twice on the same item without first securing permission of the presiding officer; such additional remarks shall be limited to one (1) minute.

VI. RULES AND ENFORCEMENT OF DECORUM

- a. The Mayor, or in his/her absence, the Mayor Pro Tempore, shall be the presiding officer at all regular and special meetings of the City Council. The presiding officer shall enforce these procedural rules of conduct. The Chief of the Police, or his designated representative, shall be the sergeant-at-arms of the City Council meetings.
- b. Procedural rulings a subject to the concurrence of the City Council. Any member of the City Council may move to require the presiding officer to enforce the rules and the City Council, by majority vote, may require him/her to do so.

- c. Any person making impertinent, slanderous, or profane remarks, loud or unusual noise, or who becomes boisterous, threatening, or offensive while addressing the City Council, so as to interrupt the orderly conduct of the meeting, or who fails to step down and yield the floor after allotted time for remarks has expired, shall be called to order by the presiding officer.
- d. The presiding officer shall be mindful of the following sanctions which may be applied in appropriate circumstances:

Government Code Section 54957.9:

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

Penal Code Section 403:

Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code and Section 18340 of the Elections Code, is guilty of a misdemeanor.

VII. CLOSED SESSIONS

If Closed Sessions are to be held, pursuant to Sections 54956.7, 54956.8, 54956.9 and 54957 of the Brown Act, they will be scheduled as the last items on the Agenda.

VIII. MEETING ADJOURNMENT

As a general guideline, the City Council intends to conclude its meetings at or before 11 p.m. At 10:30 p.m., or as soon thereafter as possible, the City Council will determine which remaining agenda items, if any, will be considered after 11 p.m. Any agenda items not completed will be carried over to the following Tuesday.

**Amended: September, 16, 1986; April 12, 1988; June 1, 1993; July 6, 1993; September 18, 2018; January 11, 2022; and April 12, 2022; and November 8, 2022..*



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg



MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.



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INTRODUCTION

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move . . .”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the chair. So if a member makes what that member calls a “motion to amend,” but the chair determines that it is really a “substitute motion,” then the chair’s designation governs.

A “friendly amendment” is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, “I want to suggest a friendly amendment to the motion.” The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

How does this work in practice?

Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, “point of privilege.” The chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

Order. The proper interruption would be, “point of order.” Again, the chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, “return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.



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Administrative Report

R.1., File # 25-0453

Meeting Date: 4/1/2025

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

PROPERTY:

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

NEGOTIATING PARTIES:

Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:

Price and Terms