

**RESOLUTION NO. CC-2508-060**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
REDONDO BEACH, CALIFORNIA, AUTHROIZING THE CITY  
ENGINEER TO EXECUTE TEMPORARY CONSTRUCTION AND  
ACCESS AGREEMENTS ON PRIVATE PROPERTY PURSUANT  
TO CONSTRUCTION OF PUBLIC WORKS PROJECTS**

WHEREAS, the City of Redondo Beach ("City") implements a Capital Improvements Program and a Maintenance Program as a matter of course to improve the quality of life, convenience and public safety for residents and visitors of the City; and

WHEREAS, the Capital Improvements Program and Maintenance Program identify various construction projects to maintain, repair, replace, improve or develop City owned facilities such as parks, streets, parkways, utilities, buildings and such projects are intended to be implemented by City, its agents, employees, or contractors in the most efficient way possible; and

WHEREAS, said construction projects often require access into or work to be performed on adjacent private property in order to access boundary elements, maintain drainage, provide pavement transitions, prune vegetation, restore fencing or other mutually beneficial work to complete the interface between the public and private properties; and

WHEREAS, work performed on private property by City, its agents, employees, or contractors, must only be performed after a Temporary Construction and Access Agreement (hereinafter referred to as a "Right of Entry") is executed by both the City and private property owner granting permission to the City to enter and perform such work; and

WHEREAS, the description, schedule and limits of the work cannot always be determined prior to the awarding or prosecution of work and may change during the course of the work requiring an expedient and timely mechanism to secure or modify a Right of Entry; and

WHEREAS, pursuant to Article VIII, Section 8.3 of the City Charter, the City Council may authorize the City Manager or other officers, or employees, including the City Engineer, to sign contracts on behalf of the City.

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

SECTION 1. The City Engineer is hereby authorized to execute, upon approval as to form by the City Attorney, a Right of Entry in substantially the same form as attached hereto as Exhibit A, by placing his or her signature upon the same, between the City and a private property owner to implement approved Public Works projects adjacent to said property.

SECTION 2. The City Engineer shall not execute a Right of Entry in which a monetary payment is required to the private property owner from the City for any reason, unless that payment has been approved by the City Council.

SECTION 3. The City Engineer shall not execute a Right of Entry if work on the private property is expected to encounter hazardous waste or other dangerous conditions that vary substantially from the work being completed on the City owned property.

SECTION 4. The City Clerk shall certify the passage and adoption of this resolution, shall enter the same in the Book of Resolutions of the City, and shall cause the action of the Mayor and City Council in adopting the same to be entered in the official minutes of the City Council.

SECTION 5. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of August, 2025.

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James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

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Joy A. Ford, City Attorney

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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-2508-060 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 5<sup>th</sup> day of August, 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Eleanor Manzano, CMC  
City Clerk

## **EXHIBIT A**

### **TEMPORARY CONSTRUCTION AND ACCESS AGREEMENT**

The agreement is attached.

## TEMPORARY CONSTRUCTION AND ACCESS AGREEMENT

Public Project: [REDACTED] [PROJECT TITLE]  
Grantor's Property: [REDACTED] [PROPERTY ADDRESS]  
APN: [REDACTED] (the "Property")

This Temporary Construction and Access Agreement ("Agreement") is entered into on [REDACTED], 20[REDACTED], by and between [REDACTED] [PROPERTY OWNER LEGAL NAME] a [REDACTED] [ENTITY TYPE] ("Grantor") and the CITY OF REDONDO BEACH, a chartered municipal corporation of Los Angeles County, State of California ("Grantee"), to grant certain rights in, upon, over, under, and across that certain portion of Grantor's Property located in the City of Redondo Beach, Los Angeles County, California, and more particularly identified as follows:

### SEE ATTACHED: EXHIBIT "A" (the "Construction Area")

1. Grantee intends to construct a public improvements project in the public right-of-way (the "Project") adjacent to Grantor's Property and construction of an incidental portion of the Project requires access to and use of the Construction Area on Grantor's adjoining Property.
2. In consideration of the benefits accruing to Grantor and/or in the interest of the public health, safety, and welfare, Grantor hereby grants to Grantee, its agents, employees, and contractors the right to enter upon and utilize that portion of the Property identified in the Construction Area for all purposes necessary or incidental to construction of the Project, including, but not limited to, construction activities such as access, temporary fencing, excavation, grading, backfill, compaction, ingress/egress, paving, and depositing tools, equipment, and materials for all activities incidental to such construction work. Grantee hereby agrees to perform all related construction work in a professional and workmanlike manner in accordance with approved set of plans and specifications for the Project. All work to be performed by the Grantee pursuant to this Agreement shall be at no expense to the Grantor.
3. The rights to utilize the Construction Area shall commence upon the date of execution of this Agreement by the Grantor and its acceptance by the Grantee's authorized representative. This Agreement and Grantee's right to utilize the Construction Area shall cease and be terminated at such time as the construction of improvements for the Project within the Construction Area is completed, or [REDACTED] [INSERT DATE], whichever first occurs.
4. Grantee, by exercise of the rights hereby granted, agrees to indemnify and hold harmless Grantor from and against any and all claims for damage or liability arising out of the Grantee's exercise of said rights from the date of commencement through completion of the construction work. Further, Grantor shall not seek to recover from Grantee, or any of its officers, agencies, agents, contractors, attorneys, subcontractors and employees, the costs for any commercial inconvenience or losses incurred as a result of the Project improvements described in this Agreement. Upon completion of the construction work, Grantor shall retain responsibility and liability for all of the real property for which it is the legal owner, including those portions of the Property for which the Agreement was utilized, in the same manner and to the same extent as existed prior to commencement of the construction work or this Agreement.
5. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement.

6. The rights and interest granted herein to the City of Redondo Beach, a governmental agency, is authorized to be executed by the undersigned City Engineer, on behalf of the Redondo Beach City Council, pursuant to authority conferred by Resolution No. XXXX of said Council adopted on August 5, 2025.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Grantor:** \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

**Grantee: City of Redondo Beach**

By: \_\_\_\_\_  
Lauren Sablan, P.E., City Engineer

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

**EXHIBIT “A”**

**Construction Area**