

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF REDONDO BEACH
AND
SOUTH BAY PARKLAND CONSERVANCY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into between the City of Redondo Beach (“City”), a municipal corporation, and South Bay Parkland Conservancy, a California nonprofit corporation recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code (hereinafter “SBPC”).

WHEREAS, on June 19, 2018, the Redondo Beach City Council approved \$100,000 in funding for Hopkins Wilderness Park (“Wilderness Park”), located at 1102 Camino Real, Redondo Beach, California, consisting of \$19,700 for the upper pond repair and maintenance contract, \$50,000 for the lower pond, and the remaining balance to be used for habitat restoration and native plant design services;

WHEREAS, on June 28, 2019, the City of Redondo Beach City Council approved carryover funding in the amount of \$17,000 to continue habitat restoration and native plant design services and approved \$30,000 in Fiscal Year 2020 funding for additional professional services for habitat restoration and native plant design services at Wilderness Park;

WHEREAS, SBPC previously performed habitat restoration and native plant design services at Wilderness Park during the period prior to September 7, 2021, and the City Council subsequently approved and ratified compensation for such services as reflected in the Initial MOU (as defined below), including payment in the amount of \$18,316.50;

WHEREAS, SBPC submitted Invoice No. 10 for habitat restoration and native plant design services performed through February 2021 in the amount of \$10,605.00, and payment of such invoice was processed following City Council approval of the Initial MOU (as defined below);

WHEREAS, on September 7, 2021, the City entered into a MOU with SBPC (“Initial MOU”) authorizing SBPC to provide habitat restoration and native plant design services at Wilderness Park and authorizing the City to compensate SBPC for such services;

WHEREAS, the term of the Initial MOU covered the period from July 19, 2018 through June 30, 2022;

WHEREAS, following expiration of the Initial MOU, the City and SBPC entered into a subsequent MOU authorizing SBPC to continue providing habitat restoration and native plant design services at Wilderness Park for the period from July 1, 2022 through June 30, 2025;

WHEREAS, the City and SBPC now desire to enter into this MOU to authorize SBPC to continue providing habitat restoration, native plant design, and related services at Wilderness Park effective July 1, 2025, without interruption, and to authorize the City to compensate SBPC for such services as set forth herein; and

WHEREAS, the City Council has set aside funds in the City's Capital Improvement Projects Fund for the purposes described in this MOU.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES

- A. SBPC'S Duties. SBPC shall work with the City to provide ongoing habitat restoration, planting, and maintenance services at Wilderness Park. This work includes coordinating and supporting volunteer and community work days, and planning and overseeing landscaping, planting, pruning, installation, and ongoing maintenance activities to support the long-term health of native plant species. SBPC shall also assist the City, when feasible, with the ongoing maintenance of the City Hall courtyard native landscaping, including helping to identify weeding and watering needs. In addition, SBPC shall provide consultation, at the City's request, regarding future landscaping and related improvement efforts.

SBPC shall perform the following:

1. Coordination of Work

- a. SBPC shall coordinate with and obtain approval from the City Public Works Director or designee prior to the commencement of any work outlined in its Work Plan. Work anticipated for the upcoming quarter shall be reviewed as part of the quarterly coordination process described in Section 1.B.1, including proposed schedules, on-site project activities, inspections, reimbursable project supplies and plant materials, and any required permits.
- i. For purposes of this MOU, a "Work Plan" shall mean SBPC's written description of the work it proposes to perform during the upcoming quarter. SBPC shall prepare the Work Plan and submit to the City Public Works Director or designee for review as part of the quarterly coordination process described in Section 1.B.1. SBPC may not commence work unless it is included in a Work Plan approved in writing by the City Public Works Director or designee. Only work and purchases included in an approved Work Plan are eligible for reimbursement under Section 3.

- b. Any work or special project identified after a quarterly update that has been submitted shall require written notice to the City consistent with Section 1.B.1, and shall not commence without the approval of the City Public Works Director or designee.

2. Landscape Design

- a. Identify and propose native plant palette for purchase, including drought tolerant, sustainable, native plants found within the California coastal sage scrub, chaparral, oak woodland, dune, grassland/meadow, and Riparian plant communities.
- b. Propose plant layout at specified location(s) with special attention to natural topography, light exposure, and specific needs of each plant biome.
- c. Provide guidance on basic trail layout and maintenance paths.
- d. Develop long-term work schedule and budget.
- e. Provide content for updated signage in Wilderness Park including interpretive signage for habitat biomes.
- f. Support the City in the development and implementation of additional Wilderness Park improvements.
- g. Work collectively with the City to support ongoing efforts to update the City's Geographic Information System ("GIS") for trees and plants planted by SBPC.
- h. Develop a comprehensive Monarch Overwintering Grove Management Plan ("MOGMP") for implementation at Wilderness Park. The MOGMP shall include proposed planting location(s), SBPC's contribution to ongoing care and maintenance, and work necessary to be completed by the City to ensure a successful implementation. The MOGMP must be approved by SBPC and the City Public Works Director or designee prior to implementation.

3. Site Prep

- a. Clear sites to be planted from overgrown brush and debris using hand tools.
- b. Loosen soil with hand tools to clear out invasive plants and grasses down to the root.

- c. Maintain a clean and orderly work space, moving debris into piles away from walkways or trails. SBPC shall remove all debris prior to the end of each work day.
- d. Conduct light surfacing, along maintenance paths using hand tools to ensure the paths remain clear.
- e. Improve slopes and underutilized aspects of Wilderness Park by removing invasive plant species, and establishing functioning biomes of local native habitat.

4. Planting

- a. SBPC shall focus its planting efforts during the Planting Season, which is November through April each year. During this time, SBPC shall ensure that plants are watered a minimum of four to a maximum of eight times, each month to ensure successful growth. SBPC's Planting Season watering events shall be outlined and included in its proposed Work Plan.
- b. Unload, organize, and water plant inventory as recommended by SBPC's Landscape Architect.
- c. Determine a desired plant layout through coordination with the City Public Works Director or designee.
- d. Prepare the soil for planting by digging holes with hand tools and filling with water to saturate. SBPC may add City Public Works Director or designee approved soil amendments, as needed.
- e. SBPC shall place the plants in holes and cover with "1/4"- "1/2" of soil on top, followed with water.

5. Ongoing Maintenance

- a. Identify invasive plants, and weed around existing native plants. Work with the City Public Works Director or designee to determine whether removal of such plants is appropriate, safe and approved.
- b. Provide supplemental watering, as needed, around existing native plants and trees to ensure successful plant growth. SBPC shall utilize water sources throughout Wilderness Park and tree gators to ensure adequate hydration of the native plants and trees, consistent with the approved Work Plan.

- c. Re-naturalize restoration areas with items found in nature, including but not limited to, logs and rocks.
- d. Prune, protect, and support existing native plants against decline and trampling in high traffic areas.
- e. Collaborate with the City Public Works Director or designee to provide ongoing maintenance and care of the upper and lower ponds, as coordinated through SBPC's approved Work Plan.
- f. Though maintenance is ongoing, SBPC shall focus its maintenance efforts during the Maintenance Season, between May and October of each year. During this time, SBPC shall ensure that plants are watered at least once each month, unless instructed differently by the City, in writing, due to a drought or other concern. Maintenance Season watering events shall be outlined and included in its proposed Work Plan and should be scheduled at a minimum of once, but maximum of twice each month. These events may include, but are not limited to, summer workshop(s), tour(s), and ongoing maintenance efforts.

6. Facilities

- a. Shed. SBPC may utilize a City-designated area for its Storage Shed ("Shed"). SBPC shall be solely responsible for maintaining the Shed in a professional manner that is organized, safe, and secure, and matches the natural aesthetic of Wilderness Park. All SBPC equipment shall be securely stored in the Shed at the end of each work day. SBPC shall provide access to the City in case of an emergency.
- b. Greenhouse. In the event the City, in its sole discretion, elects to have SBPC install a Greenhouse at Wilderness Park, SBPC shall bear all costs associated with the installation, including materials and equipment. All installation labor shall be performed exclusively by volunteers within the meaning of California Labor Code § 1720.4, meaning individuals who perform work for civic or charitable reasons without any promise, expectation, or receipt of compensation. SBPC shall not engage any compensated worker, contractor, or subcontractor in connection with the installation. The parties acknowledge that the Greenhouse is funded and installed entirely by SBPC using volunteer labor, and that the City's eventual ownership interest does not constitute public funding of the installation for purposes of California Labor Code § 1720 et seq.

If a Greenhouse is installed, SBPC shall only use it for the propagation of plants and seedlings. SBPC may transfer plants or seedlings to other sites or locations for continued growth; however, SBPC's use of the Greenhouse and all propagated materials shall be performed in a

manner that supports and benefits Wilderness Park. Nothing in this MOU obligates the City to install a Greenhouse.

- i. SBPC shall be solely responsible for maintaining the Greenhouse in a professional manner that is organized, safe, and secure, and matches the natural aesthetic of Wilderness Park. The Greenhouse may be used for seed propagation efforts as well as special projects directly related to improvements at Wilderness Park.
 - ii. At the end of each work day, SBPC shall properly secure the Greenhouse, which shall mean (a) ensuring the Greenhouse is closed and locked to deter vandalism and theft, and (b) returning to the Greenhouse, by the end of each work day, all plant materials and equipment removed for SBPC activities, unless otherwise approved in advance by the City Public Works Director or designee. SBPC shall provide access to the City in case of an emergency.
 - iii. During the Term of this MOU, SBPC shall be solely responsible, at its own cost, for the operation, maintenance, and upkeep of the Greenhouse immediately following its installation.
 - iv. Any Greenhouse installed pursuant to this MOU shall be and remain the sole property of the City at all times, including during the term of this MOU, regardless of any funding or contributions by SBPC.
 - v. Revocable Use; No Tenancy. SBPC's use is a revocable permission only, does not create a tenancy or possessory interest, and may be suspended or revoked by the City as needed for City operations or safety.
- c. Use of City-Owned Garage and Utility Vehicle. Subject to prior written approval by the City Public Works Director or designee, SBPC may utilize the City-owned utility vehicle located within the City garage. Operation of the utility vehicle shall be limited to specific SBPC staff members expressly authorized by the City and trained by City staff. No other SBPC staff, members, or representatives shall access, utilize, or operate the utility vehicle or the City garage. Keys to the utility vehicle shall be issued solely to those SBPC staff members authorized by the City to operate the vehicle. SBPC shall promptly notify the City of any maintenance needs, damage, malfunction, or inoperability of the vehicle. The City shall remain solely responsible for routine maintenance of the utility vehicle and reserves the right, in its sole discretion and without advance notice, to suspend or revoke SBPC's authorization to use the utility vehicle at any time.
7. Use of Community Room. SBPC may request use of the Community Room for meetings, subject to the limitations and conditions set forth in this MOU. SBPC's use shall be limited to no more than two (2) days in any calendar month, for a maximum of two (2) hours per meeting, and shall occur after normal business hours only. SBPC shall submit proposed meeting dates to the City Community Services Director or designee no less than ninety (90)

days in advance to allow the City to review availability and avoid conflicts with other City programming. All meeting dates, access, and use conditions are subject to the review and approval of the Community Services Director or designee, in his/her sole discretion.

SBPC shall be solely responsible for the safekeeping and use of any keys issued by the City for access to the Community Room. In the event the keys are lost, misplaced, or stolen, SBPC shall notify the City Community Services Director or designee immediately and shall be responsible for all costs associated with replacement of the keys and any related rekeying or security measures.

8. Team Management

- a. All work schedules to be provided to the City Public Works Director or designee during the quarterly update, as outlined in Section 1.B.1. If a special project is identified after a quarterly update has been submitted, SBPC shall provide the City Public Works Director or designee with written notice of the project scope, schedule, and coordination requirements no less than seven (7) days prior to the commencement of such project.
- b. Organize and maintain online registration for volunteers, including restoration Crew Members.
- c. Educate and instruct volunteers and Crew Members about native and invasive plants and how to work with them.
- d. Manage and train Crew Members on work tasks including instruction on the proper use of basic tools, informing of common safety practices, and provide supervision to ensure quality and safety of work.
- e. Coordinate materials needed for workshops (i.e., soil test kits used by Redondo Union High School students for field studies).

9. Coordination of Purchases. SBPC shall coordinate all on-site project work and plant material purchases with the City Public Works Director or designee in advance and shall provide notice of such purchases, including any competitive bids obtained, at the time of invoicing.

10. Fundraising/Community Involvement

- a. Apply for eligible grants and conduct fundraiser(s) to help improve Wilderness Park amenities and resources, including but not limited to, grants to restore the upper and lower ponds. SBPC shall coordinate with the City Public Works Director or designee on special projects to

ensure approvals and permits are issued prior to the commencement of work.

- b. Provide project ideas, instruction, opportunities, and organizational support to community members interested in completing special project(s) at Wilderness Park, including without limitation, Eagle Scouts, students pursuing careers in Environmental Sciences, and clubs. All special projects shall be subject to the prior review and written approval of the City Public Works Director or designee, which may be granted or denied in his/her sole discretion. SBPC shall coordinate with the City Public Works Director or designee on special projects to ensure approvals and permits are issued prior to the commencement of work.
- c. Coordinate guest speakers and visiting industry professionals.
- d. Provide volunteer opportunities, projects, outdoor educational workshops, tours and other outdoor educational opportunities for community members within Wilderness Park.
- e. Coordinate restoration efforts with student groups, organizations, businesses, and community members.
- f. SBPC shall be solely responsible for recruiting, screening, registering, supervising, and managing all volunteers and crew members participating in SBPC activities under this MOU. SBPC shall ensure all volunteers comply with City rules for Wilderness Park access and safety requirements communicated by the City. Volunteers are not City employees, agents, or volunteers for any purpose.

B. CITY'S DUTIES

1. City will meet quarterly with SBPC representative(s) to review SBPC's Work Plan for the upcoming quarter, including short-term projects, ongoing maintenance efforts, landscape design of the upper and lower pond areas and streams, site prep, and planting. The approval of the Work Plan by the City Public Works Director or designee approval is required before SBPC commences work for the applicable quarter. If in-person meetings cannot be arranged due to scheduling constraints, quarterly updates shall be provided by SBPC to the City in the form of an email, inclusive of the items listed above.
2. Provide scheduled access to Wilderness Park.
3. Conduct annual review of SBPC Work Plans prior to preparation of the City's fiscal budget.

4. Work collectively with SBPC to maintain the City’s GIS for trees and plants planted by SBPC throughout Wilderness Park.
 5. Invite and support SBPC’s participation in the operation and ongoing maintenance of the upper and lower ponds and streams.
 6. Use of Community Room. Subject to facility availability and other City programming or operational needs, the City Community Services Director or designee may approve, condition, reschedule, or cancel SBPC’s requested use of the Community Room (as provided in Section 1.A.7). The City will provide SBPC with one (1) set of keys for access to the Community Room solely for approved meeting dates and times. Notwithstanding any prior approval, the City reserves the right to require that any meeting be cancelled or rescheduled at any time in the event of conflicting community programming or other City operational needs.
2. TERM AND TIME FOR COMPLETION. The effective date of this MOU is July 1, 2025 (“Effective Date”). The Term shall commence on the Effective Date and shall continue until June 30, 2030 (“Term”).
 3. COMPENSATION. Provided SBPC is not in default under this MOU, SBPC shall be compensated as provided below.
 - A. Hourly Rates. SBPC shall be paid in accordance with the hourly rates as set forth in the following table.

Name/Company	Services	Hourly Rate
Project Manager	Coordinate volunteer efforts and administer re-naturalizing program.	\$45
Project Lead	Coordinate volunteer-based native landscaping services, including site prep, work crew management, and the organization of inventory.	\$35
Laborer/Project Co-Lead	Coordinate volunteer trail surfacing and re-naturalizing efforts	\$25

- B. Eligible Costs. The City may reimburse SBPC for the following costs, provided such costs are incurred in furtherance of the approved Work Plan and are not otherwise excluded under this MOU:
 1. Labor costs calculated using the hourly rates set forth in Section 3.A; and
 2. Purchase of City preapproved plant materials and project supplies from City preapproved nurseries and suppliers, at actual cost.

The City shall not reimburse SBPC for donated materials, in-kind services, or costs incurred outside the approved scope of work.

- C. Not to Exceed Amount. In no event shall the reimbursement of eligible costs as identified in Section 3.B exceed Five Thousand Dollars (\$5,000) per year during the Term of this MOU.

Beginning in the third year of the Term, SBPC may request reimbursement of up to an additional Twenty Thousand Dollars (\$20,000) per year, upon providing written documentation to the City demonstrating that it was unsuccessful in obtaining grant funding to support the scope of work contemplated under this MOU. Any such additional reimbursement must be executed by a subsequent written amendment.

- D. Method of Payment. SBPC shall submit quarterly invoices to the City for reimbursement of eligible costs defined in Section 3.B. Each invoice shall indicate:

1. Date of service
2. Description of the services performed
3. Materials purchased
4. Any associated costs

Invoices shall be based on services performed and materials purchased in the prior month, and be itemized, sufficiently detailed, based on accurate records, and submitted in a form reasonably satisfactory to the City. Upon City's request, SBPC shall provide supporting documentation, including but not limited to, receipts and other backup materials, to substantiate the invoiced costs.

- E. Schedule for Payment. City will pay SBPC within thirty (30) days provided the purchase of materials was approved by the City and the services were performed to the City's reasonable satisfaction. However, the City may withhold any payments, or portion thereof, that the City disputes in good faith until the dispute is resolved, to the maximum extent permitted by law.

- F. Carryover Funds from Prior MOU. The parties acknowledge that a balance of \$5,908.58 in unused funds remains from the MOU for the period of July 1, 2022 through June 30, 2025. These funds shall be carried forward on a one-time basis and used solely for SBPC's supplemental work related to the restoration of the lower pond. Work efforts must be pre-approved and coordinated by the Public Works Director or designee prior to commencement in order to be eligible for reimbursement utilizing these carryover funds. The one-time carryover funds described in this subsection are separate from, and not subject to, the annual not-to-exceed amounts set forth in Section 3.C.

- G. Unused Funds. Except for the one-time carryover funds described above, any funds remaining unused at the expiration or termination of this MOU shall revert

to the City. SBPC shall return any such unused funds within thirty (30) days following expiration or termination. This provision shall survive expiration or termination of this MOU.

- H. Non-Appropriation. Notwithstanding anything to the contrary, City's payment obligations under this MOU are contingent upon the annual appropriation of funds by the City Council. In the event funds are not appropriated for any fiscal year, City may terminate this MOU upon written notice to SBPC without further obligation, except to pay for authorized services satisfactorily performed and authorized costs incurred prior to the effective date of termination.
4. NOTICE. Written notices to City and SBPC shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

SBPC. South Bay Parkland Conservancy
2215 Artesia Blvd., #1821
Redondo Beach, CA 90278
Attn: Aga Chenfu, President

City. City of Redondo Beach
Community Services Department
1922 Artesia Blvd.
Redondo Beach, CA 90278
Attn: Elizabeth Hause, Director of Community Services

With a copy to:

City of Redondo Beach
Public Works Department
531 N. Gertruda
Redondo Beach, CA 90277
Attn: Mike Klein, Deputy Director, Public Works

All notices, including notices of address changes, provided under this MOU are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

5. Independent Contractor: SBPC acknowledges, represents and warrants that SBPC is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This MOU shall not be construed as a contract of employment. SBPC shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this MOU. Due to the independent SBPC relationship created by this MOU, the City shall not withhold state or federal income taxes, the reporting of which shall be SBPC's sole responsibility.

6. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this MOU 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, SBPC 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 SBPC's consent. Notwithstanding the foregoing, SBPC shall not be obligated to assign any proprietary software or data developed by or at the direction of SBPC for SBPC's own use; provided, however, that SBPC shall, pursuant to Paragraph 15 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.
7. Inspection. If the services set forth herein 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 SBPC to conduct any inspections SBPC has agreed to perform pursuant to the terms of this MOU. SBPC shall be solely liable for said inspections performed by SBPC. SBPC shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by SBPC hereunder.
8. Services. The project or services set forth herein shall be performed to the full satisfaction and approval of the City. City shall furnish SBPC to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of SBPC's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of SBPC.
9. Records. SBPC, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee and volunteer time sheets, work papers, and correspondence pertaining to the project or services set forth herein. SBPC, including any of its subs 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 SBPC's completion of performance of this MOU. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
10. Changes and Extra Work. All changes and/or extra work under this MOU shall be provided for by a subsequent written amendment executed by City and SBPC.
11. Professional Ability. SBPC acknowledges, represents and warrants that SBPC 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 SBPC as a material inducement to enter into this MOU. SBPC shall perform in accordance with generally accepted professional practices and standards of SBPC's profession.

12. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this MOU at any time prior to completion by SBPC of the project or services hereunder, immediately upon written notice to SBPC. In the event of any such termination, SBPC 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 SBPC for this MOU, prior to SBPC's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that SBPC is not able to cancel such orders. Compensation for SBPC in such event shall be determined by the City in accordance with the percentage of the project or services completed by SBPC; and all of SBPC'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 MOU, 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.
13. Termination in the Event of Default. Should SBPC 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 MOU, the City may immediately terminate this MOU by giving written notice of such termination, stating the reasons for such termination. SBPC 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 SBPC's breach of this MOU.
14. Conflict of Interest. SBPC acknowledges, represents and warrants that SBPC 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 MOU. SBPC further acknowledges, represents and warrants that SBPC has no business relationship or arrangement of any kind with any City official or employee with respect to this MOU. SBPC acknowledges that in the event that SBPC shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this MOU, all consideration received under this MOU shall be forfeited and returned to City forthwith. This provision shall survive the termination of this MOU for one (1) year.
15. Indemnity. To the maximum extent permitted by law, SBPC 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 SBPC'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 MOU, 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. SBPC's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SBPC or Indemnitees. This indemnification obligation shall survive this MOU and shall not be limited by any term of any insurance policy required under this MOU.

- A. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against SBPC because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this MOU.
- B. Waiver of Right of Subrogation. SBPC, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

16. Insurance. SBPC shall comply with the requirements set forth in Exhibit "A." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this MOU. SBPC shall ensure that all volunteers and workers execute and deliver a "Waiver of Liability and Assumption of Risk" form in substantially the same form as that attached hereto as Exhibit "B" prior to working on the Project.

17. 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 MOU.

18. Compliance with Laws. SBPC 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 MOU, including without limitation all environmental laws, employment laws, and nondiscrimination laws.

- A. Non-Discrimination. SBPC 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. SBPC 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. SBPC shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. SBPC shall include a similar non-discrimination provision in all subcontracts related to the performance of this MOU.

19. Limitations upon Subcontracting and Assignment. SBPC acknowledges that the services which SBPC shall provide under this MOU are unique, personal services which, except as otherwise provided herein, SBPC 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. Any attempt by SBPC to assign any or all of its rights under this MOU without first obtaining the City's prior written consent shall constitute a material default under this MOU.
20. Integration. This MOU constitutes the entire MOU between the parties concerning the subject matter hereof and supersedes any previous oral or written MOU; provided, however, that correspondence or documents exchanged between SBPC and City may be used to assist in the interpretation of the exhibits to this MOU.
21. Amendment. This MOU 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 MOU and those of any exhibit or attachment hereto, this MOU 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 SBPC.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by SBPC hereunder shall be non-exclusive, and City reserves the right to employ other entities in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference.
25. Time of Essence. Time is of the essence of this MOU.
26. Confidentiality. To the extent permissible under law, SBPC shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder. SBPC acknowledges that the City is subject to the California Public Records Act and other disclosure laws, and this section does not restrict the City's disclosure obligations.
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 MOU shall not be considered "third parties."
28. Governing Law and Venue. This MOU 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 MOU brings any action to enforce or interpret this MOU, 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 MOU.
30. Claims. Any claim by SBPC against City hereunder shall be subject to Government Claims Act (Government Code § 810 *et seq.*). The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. SBPC acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this MOU. This MOU shall be interpreted as if drafted by both parties.
32. Severance. Any provision of this MOU that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this MOU shall remain enforceable to the fullest extent permitted by law.
33. 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 MOU on behalf of City. The party signing on behalf of SBPC warrants and represents that he or she is duly authorized to enter into and execute this MOU on behalf of SBPC, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this MOU on behalf of SBPC.
34. Waiver. The waiver by the City of any breach of any term or provision of this MOU shall not be construed as a waiver of any subsequent breach.


SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this MOU in Redondo Beach, California, as of this 21st day of April, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

SOUTH BAY PARKLAND CONSERVANCY,
a California nonprofit corporation recognized
as tax exempt under Section 501(c)(3) of the
Internal Revenue Code

James A Light, Mayor

Signed by:

FC4254024620437...
By: _____
Name: Agnieszka ChenFu
Title: President SBPC
4/16/2026 | 6:56 PM PDT

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

INSURANCE REQUIREMENTS FOR SBPC

Without limiting SBPC's indemnification obligations under this MOU, SBPC 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 SBPC, 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

SBPC 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. An umbrella policy may be used to provide additional liability coverage, so long as the combined General Liability coverage (General Liability and umbrella) is at least \$2,000,000.

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 SBPC 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 SBPC. General liability coverage can be provided in the form of an endorsement to the SBPC'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 SBPC. For any claims related to this project, the SBPC'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 SBPC'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 executing 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 SBPC'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

SBPC 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

SBPC 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

SBPC 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" B"

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

The Waiver of Liability and Assumption of Risk form is attached.



WAIVER OF LIABILITY AND ASSUMPTION OF RISK

READ CAREFULLY BEFORE SIGNING

***For minors, please see waiver below.**

In consideration of the opportunity to participate in organized volunteer activities and events ("Activities") with a registered 501(c)(3) organization, I (including my family, estate, successors, assignees, heirs, guardians and legal representatives) hereby acknowledge, appreciate and agree that the risk of injury to myself and property is significant including but not limited to permanent paralysis, injury, and death.

Therefore:



below;

2. I knowingly waive and release any and all claims, liabilities and causes of action against South Bay Parkland Conservancy, its officers, directors, employees, volunteers, agents, successors, assigns, and all related entities (collectively, "Parkland") and, the County of Los Angeles, City of Redondo Beach, City of Hermosa Beach, Hermosa Beach City School District, City of Torrance, City of Gardena and/or the City of Lawndale and each entity's elected officials, officers, directors, agents, employees, volunteers, sponsors and advertisers (collectively and individually, "Government Entities"), and any other event participants, that may be made by me, my family, estate, heirs, or assigns, for property damage, personal injury, wrongful death, breach of contract or duty ("Claims") that arise from, or are related to, my participation in the Activities, and that are caused by or may relate to any negligence, tort, contract, implied contract, actual or implied duty, or actual or implied warranty, of Parkland and/or any or all of the Government Entities;
3. I agree to indemnify and hold Parkland, the Government Entities, and each of them, harmless from and against any such Claims and all costs and expenses (of defense or otherwise) in connection therewith;
4. I acknowledge that Parkland does not carry insurance of any kind for me or my family, guardians, trustees, heirs, executors, administrators, successors and assigns, and has no obligation to obtain such insurance;
5. I represent that, to my knowledge, I am in good health and suffer no physical or mental impairment that would or should prevent my participation in the Activities;
6. I further consent to the unrestricted use, by Parkland and/or the Government Entities and any other person authorized by Parkland, of any photographs, interviews, videotapes, digital images or recordings, motion pictures or similar visual or auditory recordings taken in connection with the Activities.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, PHOTO RELEASE AND CONTRACT BETWEEN THE SIGNER, A VOLUNTEER, AND PARKLAND AND/OR THE GOVERNMENT ENTITIES AND EACH OF THEM, AND



Name

First Name (required)

Last Name (required)

Participant's electronic signature (required)

Email (required)



FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION OR PARTICIPATION)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant, I give permission for his/her participation in the recreational program and for any necessary emergency medical treatment. I understand that The South Bay Parkland Conservancy, the County of Los Angeles, the City of Redondo Beach, the City of Hermosa Beach, Hermosa Beach City School District, City of Torrance, City of Gardena and/or the City of Lawndale have no obligation to supervise my children at the close of the recreational program and I release the South Bay Parkland Conservancy, its officers, agents, employees, volunteers, sponsors and advertisers, the County of Los Angeles, its officers, agents, employees, volunteers, sponsors and advertisers, the City of Redondo Beach, its officers, agents, employees, volunteers, sponsors and advertisers, the City of Hermosa Beach, its officers, agents, employees, volunteers, sponsors and advertisers, Hermosa Beach City School District, its officers, agents, employees, volunteers, sponsors and advertisers, the City of Torrance, its officers, agents, employees, volunteers, sponsors and advertisers, the City of Gardena, its officers, agents, employees, volunteers, sponsors and advertisers, and the City of Lawndale, its officers, agents, employees, volunteers, sponsors and advertisers from any liability resulting from the



I have read and understand the significance of this RELEASE AND WAIVER and do consent and agree to his/her waiver release and assumption of the risk as provided above. I release and agree to indemnify and hold harmless the South Bay Parkland Conservancy, the County of Los Angeles, the City of Lawndale, the City of Redondo Beach, the City of Hermosa Beach, Hermosa Beach City School District, City of Torrance, City of Gardena and/or City of Lawndale and associated persons from any and all liabilities for injury or damage to the above minor while participating in these programs ARISING FROM THE NEGLIGENCE of the South Bay Parkland Conservancy, the County of Los Angeles, the City of Redondo Beach, the City of Hermosa Beach, Hermosa Beach City School District, City of Torrance, City of Gardena and/or the City of Lawndale the County of Los Angeles, and associated persons.

Minor's Name

First Name (required)

Last Name (required)

Guardian Name

First Name (required)

Last Name (required)

Guardian electronic signature (required)

Email (required)



2215 ARTESIA BLVD. #1821

Redondo Beach, CA 90278,
United States of America
info@southbayparks.org

501(c)(3) non-profit organization

Federal ID #: 32-0124116

Website by Void

