

**CITY OF REDONDO BEACH  
CITY COUNCIL AGENDA  
Tuesday, August 5, 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.**

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

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

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:

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

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

TO WATCH MEETING LIVE ON YOUTUBE:

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

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

Register in advance for this meeting:

[https://www.zoomgov.com/webinar/register/WN\\_aLp1c7WzTSKOsVAQ82Ys1g](https://www.zoomgov.com/webinar/register/WN_aLp1c7WzTSKOsVAQ82Ys1g)

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](mailto:cityclerk@redondo.org). Emails must be received before 3:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting.

## **4:00 P.M. - CLOSED SESSION - ADJOURNED REGULAR MEETING**

### **A. CALL MEETING TO ORDER**

### **B. ROLL CALL**

### **C. SALUTE TO FLAG AND INVOCATION**

### **D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

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

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

### **F. RECESS TO CLOSED SESSION**

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

[Name of case:](#)

[City of Redondo Beach, et al. v. California State Water Resources Control Board](#)

[Case Number: 20STCP03193](#)

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

[Name of case:](#)

[In re 9300 Wilshire LLC](#)

[Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER](#)

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

[Name of case:](#)

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

Case Number: 23STCP02189

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

Name of case:

In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC)

Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

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

Name of case:

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

Case Number: 23TRCP00325

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

Name of case:

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

Case Number: 23STCV10146

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

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

Case Number: 22TRCP00203

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

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

Case Number: 23STCP00426

- F.9.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

Case Number: BS157789

**F.10.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of Case:

Mendoza, Angel v. City of Redondo Beach, City of Palos Verdes Estates, City of Rolling Hills Estates, County of Los Angeles, State of California and Does 1 to 25, Inclusive

Case Number: 25TRCV01201

**F.11.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege - Government Code Section 54956.9(d)(1).

Name of case:

Matthew Bandy v. City of Redondo Beach

WCAB No: ADJ17244999

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

AGENCY NEGOTIATORS:

Mike Witzansky, City Manager

Luke Smude, Assistant to the City Manager

PROPERTY:

3007 Vail Ave., Redondo Beach, CA 90278

(a portion of APN: 415-001-7931)

Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278

(APN: 415-803-3900)

715 Julia Ave, Redondo Beach, CA 90277

(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)

1935 Manhattan Beach Blvd., Redondo Beach, CA 90278

(APN: 404-900-8903)

807 Inglewood Ave., Redondo Beach, CA 90278

(a Portion of APN: 408-302-4900)

200 N. Pacific Coast Highway, Redondo Beach, CA 90277

(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:

Dr. Nicole Wesley, Superintendent

Redondo Beach Unified School District

UNDER NEGOTIATION:

Both Price and Terms

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

AGENCY NEGOTIATORS:

[Mike Witzansky, City Manager](#)  
[Andy Winje, Public Works Director](#)

[PROPERTY:](#)  
[422 S. PCH](#)  
[\(APN: 7508-020-026\)](#)

[NEGOTIATING PARTY:](#)  
[Sandcastle Pacific LLC](#)

[UNDER NEGOTIATION:](#)  
[Both Price and Terms](#)

- G. RECONVENE TO OPEN SESSION**
- H. ROLL CALL**
- I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**
- J. ADJOURN TO REGULAR MEETING**

### **6:00 PM - OPEN SESSION - REGULAR MEETING**

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO THE FLAG AND INVOCATION**
- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/  
AB 1234 TRAVEL EXPENSE REPORTS**
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- F.1. [REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY](#)**
- G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

- G.1. [For Blue Folder Documents Approved at the City Council Meeting](#)**

- H. CONSENT CALENDAR**

*Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any City Council Member may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Council for discussion. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.*

- H.1. [APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND](#)**

REGULAR MEETING OF AUGUST 5, 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. JUNE 10, 2025 ADJOURNED AND REGULAR MEETING  
B. JUNE 17, 2025 ADJOURNED AND REGULAR MEETING  
C. JULY 1, 2025 ADJOURNED AND REGULAR MEETING

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.4.** PAYROLL DEMANDS

CHECKS 30311-30335 IN THE AMOUNT OF \$22,354.50, PD. 7/18/25  
DIRECT DEPOSIT 297848-298508 IN THE AMOUNT OF \$2,529,005.84, PD. 7/18/25  
EFT/ACH \$9,346.45, PD. 7/3/25 (PP2514)

ACCOUNTS PAYABLE DEMANDS

CHECKS 120606-120867 IN THE AMOUNT OF \$3,588,452.32  
EFT CALPERS MEDICAL INSURANCE \$503,818.24  
DIRECT DEPOSIT 100009622-100009710 IN THE AMOUNT OF \$101,091.67,  
PD.8/1/25  
REPLACEMENT DEMANDS 120603-120605

**CONTACT:** STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE TO PROVIDE GROUP TRAINING SERVICES FOR CITY EMPLOYEES AS A MEMBER OF THE EMPLOYMENT RELATIONS CONSORTIUM IN AN AMOUNT NOT TO EXCEED \$4,050 FOR THE TERM JULY 1, 2025 TO JUNE 30, 2026

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

2. APPROVE AN AGREEMENT WITH BLACK KNIGHT PATROL, INC. FOR ARMED HOSPITAL WATCH SECURITY SERVICES ON AN AS NEEDED BASIS FOR IN-CUSTODY PRISONERS RECEIVING LONG TERM MEDICAL TREATMENT AT LOCAL HOSPITAL FACILITIES UNTIL CLEARED FOR RELEASE BY A DOCTOR IN AN AMOUNT NOT TO EXCEED \$15,600 FOR THE TERM AUGUST 5, 2025 TO AUGUST 4, 2026

CONTACT: JOE HOFFMAN, POLICE CHIEF

3. APPROVE AMENDMENT NO. 4 TO THE MEASURE R FUNDING AGREEMENT FA#9200000000MR31238 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE PACIFIC COAST HIGHWAY AT ANITA STREET INTERSECTION IMPROVEMENTS PROJECT MR312.38, JOB NO. 41240, TO EXTEND THE LAPSING

DATE OF FY 2020-21 AND FY 2021-22 PROJECT FUNDS TO JUNE 30, 2026

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

4. APPROVE AMENDMENT NO. 5 TO THE FUNDING AGREEMENT FA#920000000MR31242 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE INGLEWOOD AVENUE AT MANHATTAN BEACH BOULEVARD INTERSECTION IMPROVEMENTS PROJECT MR312.42, JOB NO. 40960, TO EXTEND THE LAPSING DATE OF FY 2015-16 PROJECT FUNDS TO JUNE 30, 2026

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

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

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.7.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-052 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO CREATE THE POSITION OF SENIOR ASSISTANT CIVIL ENGINEER AND ADOPTING THE SALARY RANGE FOR THE POSITION

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

**H.8.** APPROVE A THREE-YEAR AGREEMENT WITH COMMERCIAL BUILDING MANAGEMENT, INC. TO PROVIDE JANITORIAL SERVICES FOR ELEVEN CITY BUILDINGS AND TEN PARK RESTROOM FACILITIES FOR AN ANNUAL COST OF \$248,655 AND A TOTAL THREE-YEAR COST NOT TO EXCEED \$745,965

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

**H.9.** APPROVE AMENDMENT NO. 8 TO FUNDING AGREEMENT #MOU.MR312.20 WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS PROJECT, JOB NO. 40780, TO ADD AN ADDITIONAL \$1,000,000 IN MEASURE R FUNDS APPROVED FOR FY 2024-25, AN ADDITIONAL \$1,500,000 IN MEASURE R FUNDS APPROVED FOR FY 2025-26, AND TO EXTEND THE LAPSING DATE OF FY 2021-22 FUNDS TO JUNE 30, 2026.

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

**H.10.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-053, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDED A CONTRACT TO DASH CONSTRUCTION COMPANY, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$611,977 FOR THE CONSTRUCTION OF THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS (NORTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40780

APPROVE THE AGREEMENT WITH SOUTHSTAR ENGINEERING & CONSULTING, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION

IMPROVEMENTS (NORTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40780, FOR AN AMOUNT NOT TO EXCEED \$272,626 FOR THE TERM AUGUST 6, 2025 - AUGUST 5, 2026.

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.11. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-060 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING THE CITY ENGINEER TO EXECUTE TEMPORARY CONSTRUCTION AND ACCESS AGREEMENTS ON PRIVATE PROPERTY PURSUANT TO CONSTRUCTION OF PUBLIC WORKS PROJECTS

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.12. APPROVE AN AMENDMENT TO THE ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH JENNIFER DUNBAR, AN INDIVIDUAL DBA DUNBAR ARCHITECTURE, FOR ARCHITECTURAL SERVICES TO INCREASE THE NOT TO EXCEED AMOUNT BY \$100,000 FOR A NEW TOTAL OF \$200,000 WITH NO CHANGE IN TERM

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.13. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-054, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF RECREATION SUPERVISOR

**CONTACT:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.14. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-055, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 7, 2025 AS "OPEN WATER SWIM DAY" IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE SEVENTH ANNUAL SWIM THE AVENUES WATER SPORTS EVENT TO BE HELD IN THE CITY OF REDONDO BEACH COASTAL WATERS AND IN APPRECIATION OF THE COUNTY OF LOS ANGELES' EFFORTS TO PERMIT THE EVENT AND PROVIDE LOGISTICAL SUPPORT

**CONTACT:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

- H.15. APPROVE AN AGREEMENT WITH TURBO DATA SYSTEMS, INC TO PROVIDE PARKING CITATION AND PARKING PERMIT MANAGEMENT AND COLLECTION SERVICES FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2028 WITH AN OPTION TO AUTOMATICALLY RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS

**CONTACT:** JOE HOFFMAN, CHIEF OF POLICE

- H.16. APPROVE THE SOLE SOURCE PURCHASE OF POLICE DEPARTMENT DUTY AND PRACTICE AMMUNITION FROM DOOLEY ENTERPRISES, INC. FOR AN AMOUNT OF \$52,762

**CONTACT:** JOE HOFFMAN, CHIEF OF POLICE

**H.17.** APPROVE THE THIRD AMENDMENT TO AN AGREEMENT WITH FLOCK GROUP, INC. DBA FLOCK SAFETY TO IMPLEMENT TWO ADDITIONAL AUTOMATIC LICENSE PLATE READER CAMERAS IN THE HARBOR/PIER AREA FOR AN INITIAL AMOUNT OF \$5,720 FOR THE TERM AUGUST 5, 2025 THROUGH JANUARY 18, 2026 AND \$4,820 PER YEAR THEREAFTER FOR UP TO TWO YEARS, INCREASING THE TOTAL ANNUAL NOT TO EXCEED AMOUNT OF THE AGREEMENT, INCLUSIVE OF ALL AMENDMENTS, TO \$29,820

**CONTACT:** JOE HOFFMAN, CHIEF OF POLICE

**H.18.** INTRODUCE BY TITLE ONLY ORDINANCE NO. 3296-25 AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER LOCATIONS AND HOURLY RATES FOR THE INSTALLATION OF NEW PARKING METERS ON HERONDO STREET BETWEEN NORTH PACIFIC COAST HIGHWAY AND NORTH FRANCISCA AVENUE, AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FOR INTRODUCTION AND FIRST READING

**CONTACT:** JOE HOFFMAN, CHIEF OF POLICE

**H.19.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-056, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO THEO INSURANCE SERVICES, INC.

APPROVE A LEASE WITH THEO INSURANCE SERVICES, INC. FOR THE PREMISES AT 121 W. TORRANCE BLVD., SUITE 201, FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2030

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

**H.20.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-057, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO INTEGRATIVE PEPTIDES, LLC

APPROVE A LEASE WITH INTEGRATIVE PEPTIDES, LLC FOR THE PREMISES AT 123 W. TORRANCE BLVD., SUITE 201, FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2028

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

**H.21.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-058, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO SCHOLB PREMIUM ALES, INC.

APPROVE A LEASE WITH SCHOLB PREMIUM ALES, INC. FOR THE PREMISES AT 160 INTERNATIONAL BOARDWALK FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2030

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

**H.22.** APPROVE THE CITY'S CONSENT TO SUBLEASE BETWEEN RDR PROPERTIES, LLC AND SOUTH BAY LIVE, LLC FOR THE PREMISES AT 100 "I" AND "J" FISHERMAN'S WHARF

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

**H.23.** ADOPT BY TITLE ONLY RESOLUTION CC-2508-059, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT BY THE CITY OF REDONDO BEACH FIRE CHIEF OF THE REDONDO BEACH FIRE DEPARTMENT PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 13146.4 REGARDING THE COMPLETION OF ANNUAL INSPECTIONS OF CERTAIN OCCUPANCIES PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3

**CONTACT:** PATRICK BUTLER, FIRE CHIEF

**H.24.** APPROVE AN AGREEMENT FOR ON-CALL BUILDING PLAN CHECK SERVICES WITH TRANSTECH ENGINEERS, INC. FOR AN ANNUAL AMOUNT NOT TO EXCEED \$100,000 AND THE TERM AUGUST 5, 2025 TO JUNE 30, 2029

**CONTACT:** MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

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

**CONTACT:** JOY A. FORD, CITY ATTORNEY

**H.26.** APPROVE AN AGREEMENT WITH CITY NET FOR CLIENT TRANSITIONAL SERVICES FOR THE TERM JULY 1, 2025 TO JULY 31, 2025

**CONTACT:** JOY A. FORD, CITY ATTORNEY

**H.27.** APPROVE AN AGREEMENT FOR LEGAL SERVICES WITH TECIA ANN BARTON AND ADD TECIA ANN BARTON TO THE CITY ATTORNEY'S APPROVED ATTORNEY LIST

APPROVE AN AGREEMENT FOR LEGAL SERVICES WITH SIANNAH COLLADO AND ADD SIANNAH COLLADO TO THE CITY ATTORNEY'S APPROVED ATTORNEY LIST

**CONTACT:** JOY A. FORD, CITY ATTORNEY

**H.28.** ADOPT BY TITLE ONLY ORDINANCE NO. 3295-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 6, SECTIONS 2-9.602 AND 2-9.603 PERTAINING TO THE REDONDO BEACH YOUTH COMMISSION AND REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 9, ARTICLE 8 PERTAINING TO THE PUBLIC SAFETY COMMISSION. FOR SECOND READING AND ADOPTION

**CONTACT:** JANE CHUNG, ASSISTANT TO THE CITY MANAGER  
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

**I. EXCLUDED CONSENT CALENDAR ITEMS**

## **J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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

## **K. EX PARTE COMMUNICATIONS**

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

## **L. PUBLIC HEARINGS**

## **M. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

## **N. ITEMS FOR DISCUSSION PRIOR TO ACTION**

### **N.1. [DISCUSSION AND POSSIBLE ACTION ON THE GENERAL PLAN - LAND USE ELEMENT UPDATE WITH A SPECIFIC FOCUS ON POLICIES RELATED TO THE REVITALIZATION OF THE ARTESIA AND AVIATION CORRIDOR](#)**

**CONTACT:** MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

## **O. CITY MANAGER ITEMS**

## **P. MAYOR AND COUNCIL ITEMS**

## **Q. MAYOR AND COUNCIL REFERRALS TO STAFF**

## **R. RECESS TO CLOSED SESSION**

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

[Name of case:](#)

[City of Redondo Beach, et al. v. California State Water Resources Control Board](#)

[Case Number: 20STCP03193](#)

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

[Name of case:](#)

[In re 9300 Wilshire LLC](#)

[Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER](#)

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

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[9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo](#)

Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive  
Case Number: 23STCP02189

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

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Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

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Name of case:

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

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

Name of case:

New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive  
Case Number: 23STCV10146

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

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

Case Number: 22TRCP00203

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

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

Case Number: 23STCP00426

- R.9.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case: AES Southland Development, LLC and AES Redondo Beach, LLC v.

California Coastal Commission  
Case Number: BS157789

- R.10.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of Case:

Mendoza, Angel v. City of Redondo Beach, City of Palos Verdes Estates, City of Rolling Hills Estates, County of Los Angeles, State of California and Does 1 to 25, Inclusive

Case Number: 25TRCV01201

- R.11.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege - Government Code Section 54956.9(d)(1).

Name of case:

Matthew Bandy v. City of Redondo Beach  
WCAB No: ADJ17244999

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

AGENCY NEGOTIATORS:

Mike Witzansky, City Manager  
Luke Smude, Assistant to the City Manager

PROPERTY:

3007 Vail Ave., Redondo Beach, CA 90278  
(a portion of APN: 415-001-7931)

Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278  
(APN: 415-803-3900)

715 Julia Ave, Redondo Beach, CA 90277  
(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)

1935 Manhattan Beach Blvd., Redondo Beach, CA 90278  
(APN: 404-900-8903)

807 Inglewood Ave., Redondo Beach, CA 90278  
(a Portion of APN: 408-302-4900)

200 N. Pacific Coast Highway, Redondo Beach, CA 90277  
(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:

Dr. Nicole Wesley, Superintendent  
Redondo Beach Unified School District

UNDER NEGOTIATION:

Both Price and Terms

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

AGENCY NEGOTIATORS:  
Mike Witzansky, City Manager  
Andy Winje, Public Works Director

PROPERTY:  
422 S. PCH  
(APN: 7508-020-026)

NEGOTIATING PARTY:  
Sandcastle Pacific LLC

UNDER NEGOTIATION:  
Both 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 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, August 12, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



# Administrative Report

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R.1., File # 25-1041

Meeting Date: 8/5/2025

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

Name of case:

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

Case Number: 20STCP03193



# Administrative Report

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R.2., File # 25-1042

Meeting Date: 8/5/2025

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

Name of case:

In re 9300 Wilshire LLC

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



# Administrative Report

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R.3., File # 25-1043

Meeting Date: 8/5/2025

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

Name of case:

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

Case Number: 23STCP02189



# Administrative Report

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R.4., File # 25-1044

Meeting Date: 8/5/2025

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

Name of case:

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



# Administrative Report

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R.5., **File #** 25-1045

**Meeting Date:** 8/5/2025

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

Name of case:

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

Case Number: 23TRCP00325



# Administrative Report

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R.6., **File #** 25-1046

**Meeting Date:** 8/5/2025

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

Name of case:

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

Case Number: 23STCV10146



# Administrative Report

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R.7., **File # 25-1047**

**Meeting Date: 8/5/2025**

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

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



# Administrative Report

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R.8., **File # 25-1048**

**Meeting Date: 8/5/2025**

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

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



# Administrative Report

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R.9., **File #** 25-1049

**Meeting Date:** 8/5/2025

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

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



# Administrative Report

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R.10., **File #** 25-1050

**Meeting Date:** 8/5/2025

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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:

Mendoza, Angel v. City of Redondo Beach, City of Palos Verdes Estates, City of Rolling Hills Estates, County of Los Angeles, State of California and Does 1 to 25, Inclusive

Case Number: 25TRCV01201



# Administrative Report

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F.11., File # 25-1080

Meeting Date: 8/5/2025

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

Name of case:

Matthew Bandy v. City of Redondo Beach

WCAB No: ADJ17244999



# Administrative Report

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R.12., File # 25-1099

Meeting Date: 8/5/2025

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## **TITLE**

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

## **AGENCY NEGOTIATORS:**

Mike Witzansky, City Manager  
Luke Smude, Assistant to the City Manager

## **PROPERTY:**

3007 Vail Ave., Redondo Beach, CA 90278  
(a portion of APN: 415-001-7931)  
Parking Lot at the Corner of Felton Ln. and 182<sup>nd</sup> St., Redondo Beach, CA 90278  
(APN: 415-803-3900)  
715 Julia Ave, Redondo Beach, CA 90277  
(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)  
1935 Manhattan Beach Blvd., Redondo Beach, CA 90278  
(APN: 404-900-8903)  
807 Inglewood Ave., Redondo Beach, CA 90278  
(a Portion of APN: 408-302-4900)  
200 N. Pacific Coast Highway, Redondo Beach, CA 90277  
(a portion of APN: 750-500-9902)

## **NEGOTIATING PARTIES:**

Dr. Nicole Wesley, Superintendent  
Redondo Beach Unified School District

## **UNDER NEGOTIATION:**

Both Price and Terms



# Administrative Report

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R.13., File # 25-1100

Meeting Date: 8/5/2025

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CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.8

AGENCY NEGOTIATORS:  
Mike Witzansky, City Manager  
Andy Winje, Public Works Director

PROPERTY:  
422 S. PCH  
(APN: 7508-020-026)

NEGOTIATING PARTY:  
Sandcastle Pacific LLC

UNDER NEGOTIATION:  
Both Price and Terms



# Administrative Report

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F.1., File # 25-1092

Meeting Date: 8/5/2025

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**TITLE**

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

**AGENDA  
REGULAR MEETING  
REDONDO BEACH COMMUNITY FINANCING AUTHORITY  
TUESDAY, AUGUST 5, 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 August 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 July 1, 2025.

**C4. APPROVAL OF CHECK NUMBER 000564 THROUGH 000565 IN THE AMOUNT OF \$2,260.94.**

**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, September 2, 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](http://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         August 5, 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: August 1, 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 6:22 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

### ROLL CALL

RBCFA Members Present: Waller, Castle, Kaluderovic, Obagi, Behrendt,  
Chair Light

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Laura Diaz, Deputy Records Mgmt. Coordinator/Sr. Deputy City  
Clerk  
Melissa Villa, Analyst/Liaison

### A. APPROVAL OF ORDER OF AGENDA

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

Motion carried 5-0 by voice vote.

### B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION - None

#### B.1. BLUE FOLDER ITEMS - None

### C. CONSENT CALENDAR

**C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of July 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 May 6, 2025.**

**C4. APPROVAL OF CHECK NUMBER 000562 THROUGH 000563 IN THE AMOUNT OF \$4,888.86.**

Motion by Member Waller, seconded by Member Castle, to approve the order of the Consent Calendar.

Mayor Light asked if anyone from the public wanted to change the order of the Consent Calendar.

Analyst Villa reported no eComments and no one on Zoom.

Motion carried 5-0 by voice vote.

**D. EXCLUDED CONSENT CALENDAR ITEMS - None**

**D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

Joan Irvine, District 1, noted, at the May 6, 2025 City Council meeting, Council approved an additional \$300,000 plus for the Southern California Park, which brought the total over a million dollars; stated that, even though there are significant budget constraints, the decision was justified because too much time and money had already been invested and the Council did not want to second guess prior City Council decisions; stated that set a precedent; felt the same logic needs to be applied to the cannabis policy, noted that the City has spent eight years and millions of dollars in staff time and consulting fees.

Mayor Light interjected to state this item does not fall under the Community Financing Authority, which is only related to the Kincaid's area of the Harbor; asked the City Manager if he was correct.

City Manager Witzansky wondered if Joan Irvine wanted to speak to something that is later on in the agenda.

Joan Irvine said she wanted to speak about financial responsibility.

City Manager Witzansky stated that is not the purview of this authority.

Analyst Villa reported no one online and no eComments.

**F. EX PARTE COMMUNICATIONS - None**

**G. PUBLIC HEARINGS - None**

**H. OLD BUSINESS - None**

**I. NEW BUSINESS - None**

**J. MEMBERS ITEMS AND REFERRALS TO STAFF - None**

**K. ADJOURNMENT – 6:27 p.m.**

There being no further business to come before the Redondo Beach Community Financing Authority, Member Kaluderovic motioned, seconded by Member Castle, to adjourn the meeting at 6:27 p.m.

Motion carried 5-0 by voice vote.

The next meeting of the Redondo Beach Community Financing Authority will be a Regular Meeting to be held at 6:00 p.m. on Tuesday, August 5, 2025, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California

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

Respectfully submitted,

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Eleanor Manzano, CMC  
City Clerk



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# Administrative Report

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Authority Action Date: August 5, 2025

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

**From: STEPHANIE MEYER, FINANCE DIRECTOR**

**Subject: CHECK APPROVAL**

## **RECOMMENDATION**

Approve check number 000564 through 000565 in the total amount of \$2,260.94.

## **EXECUTIVE SUMMARY**

The attached Summary Check Register lists check numbers 000564 through 000565 in the total amount of \$2,260.94. Check number 000564 is to reimburse the City for expenses paid by the City on behalf of the Community Financing Authority. Check number 000565 is a payment to the City for quarterly sewer fees.

## **BACKGROUND**

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

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

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

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

The payment to the City of Redondo Beach on check number 000564 in the amount of \$1,589.92 is for the reimbursement of July 2025 expenditures made by the City on the Community Financing Authority's behalf.

The payment to the City of Redondo Beach on check number 000565 in the amount of \$671.02 is for the April through June 2025 sewer fee 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 000564 through 000565 in the total amount of \$2,260.94.

Submitted by:  
*Stephanie Meyer, Finance Director*

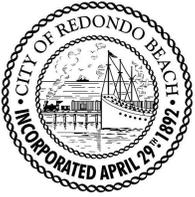
Approved for forwarding by:  
*Mike Witzansky, City Manager*

**Attachment:**

- Summary Check Register

**COMMUNITY FINANCING AUTHORITY  
Summary Check Register**

DATE	CHECK NO	AMOUNT	PAYEE	DESCRIPTION
08/05/25	000564	\$ 1,589.92	City of Redondo Beach	Reimbursement (Water Utility)-July 2025
08/05/25	000565	\$ 671.02	City of Redondo Beach	Sewer Fee - April - June 2025
		<u>\$ 2,260.94</u>		



# Administrative Report

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G.1., File # 25-1036

Meeting Date: 8/5/2025

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**TITLE**

*For Blue Folder Documents Approved at the City Council Meeting*



# Administrative Report

H.1., File # 25-1037

Meeting Date: 8/5/2025

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

**TITLE**

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF AUGUST 5, 2025

**EXECUTIVE SUMMARY**

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

## AFFIDAVIT OF POSTING

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

Legislative Body	City Council	
Posting Type	Adjourned & Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277	
	✓ Adjacent to Council Chambers	
Meeting Date & Time	August 5, 2025	4:00 p.m. Closed Session 6:00 p.m. Open Session

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

*Eleanor Manzano, City Clerk*

Date: August 1, 2025



# Administrative Report

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H.2., File # 25-1038

Meeting Date: 8/5/2025

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**TITLE**

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



# Administrative Report

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H.3., File # 25-1039

Meeting Date: 8/5/2025

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

**TITLE**

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

- A. JUNE 10, 2025 ADJOURNED AND REGULAR MEETING
- B. JUNE 17, 2025 ADJOURNED AND REGULAR MEETING
- C. JULY 1, 2025 ADJOURNED AND REGULAR MEETING

**EXECUTIVE SUMMARY**

Approval of Council Minutes

**APPROVED BY:**

*Eleanor Manzano, City Clerk*



Minutes  
Redondo Beach City Council  
Tuesday, June 10, 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: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Joy Ford, City Attorney  
Luke Smude, Assistant to the 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**

Analyst Villa reported no eComments and no one on Zoom.

**F. RECESS TO CLOSED SESSION**

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

**Name of Case:**

**St. Laurent, Marcia v. City of Redondo Beach, Howard E. Wood, Susan C. Wood, The HS Wood Family Trust and Does 1-100, Inclusive  
Case Number: 25TRCV01441**

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

Assistant to the City Manager Smude announced the following would be participating in Closed Session: Assistant to the City Manager Luke Smude and City Attorney Joy Ford.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to recess to Closed Session.

Motion carried 5-0 by voice vote.

#### **G. RECONVENE TO OPEN SESSION**

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

#### **H. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Eleanor Manzano, City Clerk  
Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Luke Smude, Assistant to the City Manager

#### **I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

Assistant to the City Manager Smude reported on Item F.1, Council moved to defend the City against the claim in that item.

#### **J. ADJOURN TO REGULAR MEETING**

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to adjourn to the Regular Meeting at 6:01 p.m.

Motion carried 5-0 by voice vote.

### **6:00 PM – OPEN SESSION – REGULAR MEETING**

#### **A. CALL TO ORDER**

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

**B. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Officials Present: Eleanor Manzano, City Clerk  
Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Melissa Villa, Analyst/Liaison

**C. SALUTE TO THE FLAG AND INVOCATION**

Mayor Light recognized any veterans and active-duty military for their service; invited up Matthew to lead the salute to the flag and asked everyone to remain standing for a moment of silent invocation.

Matthew McCauley, senior at RUHS attending University of Florida in the fall, led in the Pledge of Allegiance.

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

**D.1. MAYOR’S COMMENDATION TO THE REDONDO SUNSET CHAMPIONS LEAGUE**

**D.2. MAYOR’S COMMENDATION TO THE RUHS BUSINESS ENTREPRENEURSHIP FINANCE CLASS WINNERS OF THE 2025 PROJECT ECHO ENTREPRENEURSHIP BUSINESS PLAN STATE COMPETITION**

Mayor Light announced he had a couple of presentations tonight; stated the first one is about the Champions League, and its accommodation for Champions League; brought up Matt McCauley and Chris McCauley; noted it is part of Redondo Sunset Baseball and Softball and not a typical baseball league; stated it is a pony baseball and softball program designed for children with special needs and promotes physical activity, builds self-confidence, and encourages social interaction with a supportive environment; mentioned that it has no registration fees and all equipment is provided and all areas can participate.

Matthew McCauley stated it was an honor to be there; gave some background on his experience; mentioned how great it is to see kids grow up physically and as players; spoke about AYSO offering this program for soccer and he saw the need to have it for baseball.

Chris McCauley said that, as a dad, it is great to see how the community responds to this program; mentioned how fortunate they are to live in such a great City; reported that even though Matthew has been running it and will be going off to college, he has recruited

replacements so the program will continue.

Mayor Light spoke about how proud he was that a student took initiative developing the program and looked forward to seeing what he does in the future; stated on behalf of the City Council and the residents of Redondo Beach, and the players in their league, thanked Matthew and Chris for everything; presented a commendation for the Champions League.

Mayor Light presented a commendation to the RUHS students who won the 2025 Project Echo; mentioned their incredible performance at the Project Echo Entrepreneurship Business Plan State Championship; asked Mr. Mike Soo Hoo to join him at the podium; reported that students from Mr. Soo Hoo's Business Entrepreneurial Finance class demonstrated remarkable creativity and entrepreneurial spirit; reported, out of 53 teams from 19 different schools across the State, five RUHS teams earned top honors; stated Team TimeWise received first place in the services category with a time management app designed to personalize study plans for students; reported Team Bliss won in the products category by developing an innovative heated bathrobe; noted that having a great teacher can have a big impact and announced that Mr. Soo Hoo received the 2025 Chip Goodman Entrepreneurial Teach of the Year Award; stated the City also wanted to recognize the collaboration and support from other local partners, including the Redondo Beach Rotary Club, the Chamber of Commerce, and the North Redondo Beach Business Association for helping guide the students' projects; encouraged all students to keep creating and dreaming big since they are the next generation of leaders and change makers; presented several students with a certificate.

Mr. Soo Hoo expressed how proud he was of his students; described the competition as being in a "shark tank" where you must present in front of tons of people and write a 20-page business plan; explained how much of an accomplishment it was for all of them.

The TimeWise team provided a skit to the Mayor, City Council and members of the audience; the skit acted out how their time management app personalizes students' study habits; showed a slide with what the app includes:

- Personalized Calendar
- Gamified Experience
- Connections to Tutors
- Access to Academic Resources

They explained that users take a survey that determines how a student best retains information, then users input dates of exams, quizzes, tests, and any other important dates and the app generates a personalized study planner; reported that the app also can connect students to tutors, awards points and other incentives to make the experience fun and rewarding while tracking progress.

Team TimeWise introduced themselves: Amandine Schott (CEO), Arjun Modi (CTO/CFO), Riley O'Flynn (CMO), and Angelina M.G. (COO); they explained why they developed the app which included struggles students have with time management and

motivation, procrastination, finding credible information, and ineffective study sessions; noted ineffective study sessions lead to anxiety and frustration; presented the opportunity the market has for their product and summarized the reasons it would be effective and attractive to consumers; mentioned that mystudylife is a notable competitor but that it does not compete directly with TimeWise because TimeWise goes beyond by combining all multiple effective tools into one complete platform, which they said no one else has; reported the project 9,000 in subscriptions which would be \$53,000 in sales for their first year; stated each subscription costs \$5.99 monthly; stated predicted start up costs at \$250,000; explained that TimeWise has potential exponential growth.

Mayor Light moved on to other proclamations, announcements and AB 1234.

Councilmember Waller reported that he attended the Clean Power Alliance Board of Directors meeting last week and they approved lower rates while maintaining their targeted 50% reserve; announced the Riviera Village Summer Festival will be on June 27<sup>th</sup> through the 29<sup>th</sup>.

Councilmember Castle reported attending a Redondo Beach Round Table presentation given by the Head of Development at LAX, the grand opening of the Western State Carpenters Union training facility in Carson and noted many of them will be building the infrastructure for the World Cup and Olympics and other projects for LA County, and the Reimagined Poetry Art Exhibit at the Pier Plaza on Friday; announced the Library's kickoff to their Summer Reading Program, the 30<sup>th</sup> Anniversary of the Main Library celebration and the Juneteenth celebration throughout the upcoming weekend at City Hall and the Library and also mentioned Father's Day and wished all the fathers a Happy Father's Day.

Councilmember Kaluderovic thanked the Round Table for their meeting and what they featured; reported attending the last Youth Commission meeting with the Mayor and gave a shout out to the graduating seniors who are on that Commission; noted they are an impressive group.

Mayor Light interjected to give kudos to Kelly Orta for leading the Youth Commission participants through the City Council type meeting.

Councilmember Kaluderovic added kudos to the entire Community Services Department in helping kick off the Youth Commission; mentioned she also attended NAMI with Captain Yang from the Fire Department.

Councilmember Obagi reported also attending the Redondo Beach Round Table at LAX; stated they heard from Mike Christensen, from LAX, that the people mover will be opening up on January 6<sup>th</sup> which will help connect to the Metro stop; hoped through the COG to organize a major meet up to travel from the Redondo Beach Marine Avenue Station on the Metro to the airport, take the people mover into the terminal so that they can test how easy it is to use; noted it would be less expensive and should be quicker than driving to the airport.

Mayor Light reported meeting with Quantimetrix, a manufacturer in Redondo Beach, and touring their facility; stated he will attend a ceremony on Friday and present them with a certificate; noted they converted their perimeter landscaping with native habitat; spoke about meeting with City staff and LA 28 (2028 Olympics staff) and having contact with the 88 88 Cities in LA County for the LA 2028 Olympics; stated they viewed a presentation from a vendor who offers viewing station capabilities for the FIFA World Cup; mentioned exploring all options for the upcoming year to generate both revenue and options for residents to gather for the big events; announced he would be holding his first Olympic Committee Meeting tomorrow.

**E. APPROVE ORDER OF AGENDA**

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the order of the agenda.

Motion carried 5-0 by voice vote.

**F. AGENCY RECESS - None**

**G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS**

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

City Clerk Manzano reported Blue Folder Items for Item No. H.8, H.10, H.15, J.1, L.1, L.2 and mentioned the Mayor and Council should have received BRRs (5 of them) for numbers 6,12, 13, 27, and 30.

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

Motion carried 5-0 by voice vote.

**H. CONSENT CALENDAR**

**H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JUNE 10, 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. APPROVE A CONSENT TO ASSIGNMENT AGREEMENT BETWEEN THE CITY OF REDONDO BEACH, WALLACE & ASSOCIATES CONSULTING, LLC, AND ACCENTURE INFRASTRUCTURE & CAPITAL PROJECTS, LLC; AND**

**APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS, LLC FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE PORTOFINO WAY AND YACHT CLUB WAY SEWER PUMP STATION PROJECTS (JOB NOS. 50210 & 50260), INCREASING THE CONTRACT AMOUNT BY \$469,924, FOR A REVISED NOT-TO-EXCEED TOTAL OF \$1,491,400, AND EXTENDING THE TERM THROUGH MAY 18, 2027**

**CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

**H.5. APPROVE AN AMENDMENT TO THE SITE LICENSE AGREEMENT WITH T-MOBILE WEST LLC. TO EXTEND THE AGREEMENT FOR THE OPERATION OF THE COMMUNICATIONS EQUIPMENT LOCATED AT 415 DIAMOND STREET, THROUGH MAY 19, 2028**

**APPROVE THE INCLUDED SETTLEMENT AGREEMENT (EXHIBIT F) TO RESOLVE OUTSTANDING CLAIMS ALLEGED BY THE CITY RESULTING IN A PAYMENT OF \$23,425 TO THE CITY**

**CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

**H.6. APPROVE THE PLANS AND SPECIFICATIONS FOR THE REDONDO BEACH BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (TSSP) PROJECT PREPARED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LACDPW)**

**CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

**H.7. Item pulled by Councilmember Obagi.**

**H.8. APPROVE A LETTER IN SUPPORT OF ASSEMBLY BILL 875 RELATED TO THE ENHANCED REGULATION OF E-BIKES CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

**H.9. Item pulled by Councilmember Behrendt.**

**H.10. APPROVE AN AGREEMENT WITH DECKARD TECHNOLOGIES, INC. FOR USE OF THE RENTALScape DATA PLATFORM TO SUPPORT THE CITY OF**

**REDONDO BEACH IN IDENTIFYING AND ADDRESSING ISSUES RELATED TO THE ILLEGAL OPERATION OF SHORT-TERM RENTALS IN THE CITY FOR AN ANNUAL AMOUNT NOT TO EXCEED \$7,400 AND THE TERM JUNE 10, 2025 THROUGH JUNE 9, 2026, WITH THE OPTION TO RENEW FOR ADDITIONAL ONE-YEAR TERMS**

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

- H.11. APPROVE A MEMORANDUM OF AGREEMENT (MOA) AND MEMORANDUM OF UNDERSTANDING (MOU) WITH THE DEPARTMENT OF HOMELAND SECURITY INVESTIGATIONS (HSI) TO ASSIGN A POLICE DETECTIVE TO THE SOUTHERN CALIFORNIA HIGH INTENSITY FINANCIAL CRIMES AREA (HIFCA) - EL CAMINO REAL (ECR) FINANCIAL CRIMES TASK FORCE - FOR THE TERM JUNE 10, 2025 UNTIL TERMINATED BY EITHER PARTY**

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

- H.12. APPROVE AN AGREEMENT WITH UKG KRONOS SYSTEMS, LLC FOR TELESTAFF TIMEKEEPING SOFTWARE SUBSCRIPTION SERVICES FOR THE POLICE AND FIRE DEPARTMENTS FOR THE TERM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028, WITH TWO AUTOMATIC ONE-YEAR RENEWALS, FOR A TOTAL FIVE-YEAR NOT TO EXCEED AMOUNT OF \$214,487**

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

- H.13. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-034, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF RECORDS MANAGEMENT SUPERVISOR; AND ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-035, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO CREATE THE POSITION OF ASSISTANT CITY CLERK AND ADOPTING THE SALARY RANGE FOR THE POSITION**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

- H.14. APPROVE BY TITLE ONLY RESOLUTION NO. CC-2506-036, A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO ADD THE POSITION OF HOMELESS HOUSING SUPERVISOR WITH A SALARY RANGE OF \$6,178 TO \$8,291 PER MONTH**

**CONTACT: JOY A. FORD, CITY ATTORNEY**

**H.15. APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION EXEMPTING VENDORS PARTICIPATING IN THE CITY'S JUNETEENTH CELEBRATION AND REDONDO BEACH PUBLIC LIBRARY SUMMER READING KICK-OFF EVENT, SCHEDULED ON JUNE 14, 2025, 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**

**CONTACT:** JANE CHUNG, ASSISTANT TO THE CITY MANAGER

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to approve the Consent Calendar except for Items H.7 and H.9.

Wayne Craig, District 1, spoke on Item H.11; mentioned the item was interesting because it involves an MOU with the Homeland Security Department; said initially he thought it was exciting to have City detectives participate in a federal task force investigation; stated, as he reviewed the details closer, he wondered what the City is getting out of it; noted that he shared the federal government guidebook, which details how local agencies are eligible and how asset sharing is done through this program; noted it is in the Blue Folder labeled US DOJ EQS Guide and Guide Pages; encouraged the Mayor and Council to read it and mentioned it is 35 pages; shared items he found interesting:

- The City must fund each detective's specialized training before the City can participate
- Asset sharing is not guaranteed
- The City must demonstrate that their department played a major role in a case before any funds are even considered
- Federal agencies take their cut first, which starts at 20%, and there are about eight categories of deductions that are applied after that
- Overtime reimbursements capped at \$15,000

Wayne Craig recommended that, before moving forward, the Council to continue the item and read the attached materials in the Blue Folder and reach out to other cities already in the programs to see how much they actually received in asset disbursements; mentioned he hears that the City's detectives are too overwhelmed to enforce the City's local laws and asked shouldn't we prioritize those responsibilities before volunteering local resources to federal work.

Jess Money, District 3, spoke of there being five major financial centers in the world: Wall Street, London, Hong Kong, Singapore, and Redondo Beach (received some laughs); mentioned a Redondo Beach resident named John Patrick Kluber was indicted on charges of securities fraud and transactional money laundering and was arrested in North Carolina; angrily stated it is another example of the City being run for the benefit of the Police Department instead of the citizens.

City Clerk Manzano reported no one with their hand raised and no eComments for J.1.

Motion carried 5-0 by voice vote.

City Clerk Manzano read adopt by title only Resolution No. CC-2506-034, Resolution No. CC-2506-035, and Resolution No. CC-2506-036.

**I. EXCLUDED CONSENT CALENDAR ITEMS**

**H.7. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH THE REDONDO BEACH UNIFIED SCHOOL DISTRICT FOR PARTIAL REIMBURSEMENT OF CITY PROVIDED SCHOOL RESOURCE POLICE OFFICER SERVICES EXTENDING THE TERM THROUGH JUNE 30, 2027, AND INCREASING THE TOTAL NOT TO EXCEED AMOUNT, OVER THE EIGHT YEAR PERIOD, TO \$800,000**

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

Councilmember Obagi stated this item is an agreement to extend the MOU with the School District to continue to provide one additional SRO for the next two years at a cost of \$420,000 to the City and with the School District reimbursing the City \$100,000 a year; commented that the School District, parents, and police love the SRO program and he fully supports it but the City is on an unsustainable path with the provision of services, elections, and crossing guards for the benefit of the School District; stated he is either going to vote no on this or will vote for it with an amendment shortening the term to one year to come back to the table and see what the School District is willing to chip in for the SRO and also to change the agreement from “an additional SRO” to just “SRO” so the City is only obligated to provide one SRO; mentioned that Chief Hoffman will likely still provide two SROs because the Police Department and the community sees a lot of benefit in it.

Mayor Light asked if Councilmember Obagi wanted to make a motion.

Motion by Councilmember Obagi to amend the contract to end the term on June 30, 2026, and strike out the word “additional” in paragraph 2.

Councilmember Kaluderovic asked the City Manager for the background on the item.

City Manager Witzansky stated the School District approved this amendment and noted it could be seen in the trail of documents; noted that the governing terms of the agreement harken back to the original MOU and subsequent amendments have spoken to extending the program over the last few years; felt what Councilmember Obagi is referencing is the phrasing in the original MOU mentioning an additional SRO; noted it is contradicted by the language in the document under “Scope of Service” that pertains to the City receiving compensation for deploying one at the high school; stated to amend this agreement with the district, they would need to make the changes and then have the School District reapprove the modified version; said that they have hoped to obtain more support from

the School District and reimbursement for this program.

Councilmember Kaluderovic asked how much flexibility the City has or will there be a delay in services if they do not approve this now.

City Manager Witzansky anticipated that the program will be there at the start of the next school year; noted it is paid on a quarterly basis so it is unlikely that the School District will act on this in June but July is possible; stated he does not know how they will react to the proposed language changes but noted that some of the language is unclear so clarity would be beneficial.

Councilmember Obagi gave more background into the item; reported that this agreement was initially started in 2019 and, in 2022, he signed on to the first amendment that continued the program without any increase in the \$100,000 being paid by the School District to the City; noted that the School District is in a tough time and cannot currently chip in more and he does not want to take this resource away but wanted to get the City in a position to be able to re-evaluate within a year; felt that the analysis would not be done if they keep it at two years; added that it is not in their purview to take away the resource and it is at the discretion of the Chief.

Councilmember Kaluderovic seconded the motion.

Mayor Light asked if Councilmember Obagi would be okay with adding the authority for the City Manager to change the wording, then if the School District approves it, he can just sign it instead of coming back to Council with it.

Councilmember Obagi offered a friendly amendment to his motion changing it to authorize the Mayor to execute the amended contract pursuant to changing the term to end on June 30, 2026, and referencing only one SRO is required.

Councilmember Behrendt asked if there was a downside to doing what was proposed.

City Manager Witzansky responded that the only downside would be if the District does not want to make the change and prefer to keep it as they have today; noted, in the event that happens, the City would have the option to reconsider approval.

Councilmember Waller stated he was on the School Board when the original contract was signed; voiced his concern of taking out the word "additional" for the additional officer because the understanding was that the City had been providing the one officer and the extra \$100,000 was to ensure there were two SROs at all times; felt the School District will see this as an adversarial amendment and not sign it; stated unless the motion takes out the removal of "additional" will not sign it.

Councilmember Kaluderovic pointed out that it is a one-year contract and they will be coming back to talk about it in a year.

Councilmember Obagi agreed to compromise and drop it down to a one-year term and

keep the word “additional” in the agreement.

Councilmember Kaluderovic accepted the new amended motion.

Councilmember Castle mentioned he was more concerned about the other costs the City is incurring for the School District; stated the costs are adding up to a large number; suggested, in a year, they think of it in context of all the other things that the City spends as well; felt it is important they do not lock themselves into a long-term contract; reported he is in favor of this shorter term.

Councilmember Behrendt referenced Councilmember Castle’s comment and asked the City Manager if he had an estimate of the costs that the City is paying for in relation to the School District.

City Manager Witzansky reported the program they are discussing is roughly \$420,000 and the School District contributes \$100,000 for this agreement which is annualized; noted that begs a question as part of the motion and stated if the City is adjusting the term to one year, then they are also adjusting the “not to exceed” amount, that they had referenced, from \$800,000 down to \$700,000; stated that the City is also contributing nearly \$600,000 a year for the School Crossing Guard Program, which is subject to opinions of both agencies; mentioned there are other things the City does in terms of their franchise agreement for their solid waste hauler, which enables both the City and School District to benefit from free solid waste service; noted that the School District has recently paid the City’s sewer impact fees and have committed to contribute and pay on an ongoing basis; stated they continue to work with the subcommittee on a list of items but that currently the School District does not have additional money to give and it will be revisited in the next year.

More discussion followed.

Mayor Light invited public comment.

Wayne Craig applauded Councilmember Obagi for bringing up the issue; felt the conversation on shared expenses was long-overdue; noted that the City is millions short in TOT tax revenue and they are having to borrow millions from the City’s pension reserve account to cover pension cost; voiced his concern over hearing the School Board would be deciding how the City Council would be spending their money; questioned whether Councilmember Waller should be able to deliberate on this since he was part of the decision making while on the School Board.

Andy Porkchop stated he would vote yes for this because of student safety and also for an additional SRO.

City Clerk Manzano reported no one online and no e-Comments.

Motion carried 5-0 by voice vote.

**H.9. APPROVE A NO-COST AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. FOR THIRD-PARTY LAW ENFORCEMENT DATA SHARING EFFECTIVE JUNE 10, 2025 AND IN EFFECT UNTIL TERMINATED BY EITHER PARTY**

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

Councilmember Behrendt summarized the item; stated his concern is that information on residents will be provided and asked what safeguards or protection is built in to protect their information from other agencies outside of the Redondo Beach Police Department; mentioned that under this agreement it is shared with all Peregrine customers in the State of California and wondered who that includes; read in the news, Flock, they were sharing information with ICE and Homeland Security in connection with immigration efforts and that raised some alarm bells with him; requested a list of the other agencies, individuals, and Peregrine customers who will have access to the information; wanted to hear thoughts from the Police, City Attorney, and the IT Director.

City Manager Witzansky reported that Jeff Mendence, Police Captain, will speak on the item since he has been in charge of this contract discussion and Mike Cook, IT Director, can speak to the protections from a software platform standpoint.

Captain Mendence reported there is a legacy system called CLETS, which stands for California Law Enforcement Telecommunication System; gave some details and background on CLETS mentioning that the machine was clunky, loud and would produce a teletype request from another law enforcement agency and then it would be reviewed and responded to; explained how Peregrine takes all the same information and requests and puts it into a platform that shares data; listed the current agencies that Peregrine has agreements with, which included: Glendale, Gardena, Arcadia, Alhambra, San Bernadino, and Colton; mentioned that Peregrine is instantaneous but that nothing really changes between the CLETS system and Peregrine systems regarding data sharing; stated it really just changes the accessibility of that information; spoke of early experiences with ICE and ALPR data issues and were able to go in and specifically opt out of sharing that data with anyone.

IT Director Cook stated the key thing for him is CJIS, which stands for Criminal Justice Information System; stated, as a law enforcement agency, Redondo must be compliant with all of the policies and standards that CJIS sets, noted that they are extensive rules and regulations; reported that Redondo, Peregrine, and all other law enforcement agencies must be CJIS compliant and those are the agencies that are sharing data; stated that from technology, cybersecurity, physical controls, etc. those accessing the system are all mandated by CJIS and all parties touching the data are CJIS compliant.

Mayor Light asked if CJIS is state or federal; Mike Cook stated federal.

IT Director Cook explained that the CLETS system is decades old, the process to read and respond is slow and time consuming; noted that changing over to a more modern platform, Peregrine, will not only increase speed but it will increase layers of

cybersecurity.

Mayor Light interjected and added that they are currently using this platform and just not authorizing them to send the data.

IT Director Cook said correct.

Mayor Light asked if they are integrating the City's own data feeds to data fusion and all that.

IT Director Cook said correct; noted that tonight's item is exclusive to allowing third parties to access that information; reported that they do have an existing agreement in place that allows the City to use this information for their own purposes; spoke about the Peregrine system being a tool that provides multiple capabilities.

Captain Mendence provided more information on the item; stated the whole point of Peregrine is to bring everything under one platform and accessible and easy to work with; further explained the level of research they did to come to this decision, and they were confident to bring it forward tonight.

Mayor Light voiced his concern that if they don't sign it tonight, then they may not have access to data needed to catch the bad guy.

City Manager Witzansky mentioned they would just rely on the old process but stated the traditional mechanism takes days, slows down investigations, and slows down their ability to act quickly on crimes.

Councilmember Behrendt asked if the Peregrine system is a collection of data collected by the RBPd such as license plate readers, surveys that the Police send out to individuals who are geo-located within a certain area.

Captain Mendence said no, not the survey information and said that is SPIDR tech and Zencity which are not integrated; spoke of all the systems they have integrated such as Mark43 Records Management System, CAD, Axonevidence.com; ALPR and Flock ALPR, and the Laserfiche database.

Councilmember Behrendt spoke of the Peregrine being a collection of all those integrated systems; asked, if they didn't sign the agreement, if they would still have data that they need for their license plate reader program.

Captain Mendence responded that in their native systems, the six systems he listed, they would have their in-house data.

More discussion followed regarding the use of the current systems and the ability to use the license plate readers to still identify criminals.

Councilmember Behrendt asked if the system they are using now is decades old or if they are able to receive information instantaneously.

Captain Mendence explained that they are using a web-based system but that the work still takes months; gave an example of stopping a car with a person they suspected stole a purse and detailed out the process they would need to follow in order to obtain information on whether the purse was stolen and who it belonged to; stated Peregrine allows the user to go in and request data on all stolen purses with the given description of the purse and populates without needing the human component.

Councilmember Behrendt clarified if that was the process every time and in order to get the scaling and accessibility of information they need to enter the Peregrine sharing of information agreement.

Captain Mendence said the CLETS allows them to get the information they need but they need to do the process every time; noted that unless a crime bulletin from another agency via email is sent, they have to go through records and use CLETS; mentioned from a time management and practicality standpoint no one has the bandwidth to do everything; stated their goal is to have accessibility on their phones and not have to go back to records and query to 88 law enforcement agencies to prevent or stop a crime.

Councilmember Behrendt asked what happens to anyone that violates the CJIS system, what protections are built in for any breaches, would the City of Redondo Beach be protected, indemnified if they were sued because of the violation.

Captain Mendence explained it would depend on the type of violation and the type of information leaked on how it is treated, but the City can immediately log in and backend the account and turn off their access; stated after that they can notify the agency of the concern of misuse of data, ask them to conduct an administrative investigation, notify the Cal DOJ.

Councilmember Behrendt asked if the City Attorney could weigh in on the item.

City Attorney Ford reported all the concerns mentioned were also concerns of their office; stated that Peregrine eventually agreed to most of the concerns but the other cities do not indemnify Redondo Beach; explained that if another city breached their requirements for CJIS, Redondo Beach is not indemnified by them; stated that Peregrine has agreed to notify the City within 24 hours if Peregrine has a breach but the City does not have indemnification if another agency were to cause a breach.

Councilmember Behrendt asked if Peregrine did not agree to indemnify them with the other agency breaches.

City Attorney Ford reported that they do not have the ability to force the other cities to do that.

Deputy City Attorney Shin said the main crux of the issue is that the City can't force the other cities to indemnify us and they must rely on the DOJ to go after those cities if they violate CJIS.

Councilmember Behrendt voiced his concerns over misuse of information in this digital age, especially the ability to share it with other unknown customers; mentioned he is struggling with it and wanted to know if he could obtain a list of all the other Peregrine data-sharing partners to review and determine if they felt safe.

Captain Mendence stated that none of them would be ICE, or a federal agency related to ICE because of the California State Law; listed out existing Peregrine customers as: Glendale, Gardena, Arcadia, Alhambra, San Bernardino, and Colton and pending agreements are with: El Segundo, LAPD, Torrance, Hermosa, Downey, and Inglewood.

More discussion followed; Captain Mendence noted that it is selecting affirmatively who you want to share with.

Mayor Light wanted to clarify that the City can see who they are sharing data with, and they can de-select them if they want to.

Captain Mendence replied yes, 100 percent, and they can decide what information they share with them.

More discussion followed to clarify the agency sharing.

Councilmember Obagi thanked everyone involved in gathering the information; stated he appreciates what the Police Department does to stay at the forefront with technology; asked if an agency is not on Peregrine and the City sends a request to them, would they get it through CLETS.

Captain Mendence said yes, that is the main mechanism unless there is a case where other agencies are involved or they are aware of someone having information, then they may go directly to the source.

Councilmember Obagi asked if they had to still request through CLETS even if they have Peregrine; added that the hope is that ultimately more communities join the Peregrine system.

Captain Mendence answered yes to both.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the no cost agreement with Peregrine Technologies.

Mayor Light spoke of his work with the National Security Assets during Desert Storm and Desert Shield and in the aftermath of 9/11 and supported the fusion and automation of data sharing; noted if they find themselves in a bad situation then he is willing to live with

it and allowing the legal system to handle it; felt confident in it and fully supported it.

Councilmember Behrendt asked if they are able to drop out of the agreement, terminate it, revise it, or are they locked in for a period once they sign it.

City Manager Witzansky reported they can terminate it at any time.

Discussion went back and forth between Councilmember Behrendt and the City Manager regarding who would be made aware of any violations, how would it be reported, and how will Council be notified.

City Manager Witzansky stated they would commit to Council if there was something that could jeopardize the City into the future, based on actions, they would bring it back to them in the appropriate format; noted it would need to be something of significance for them to bring it back to Council.

More discussion followed on whether Peregrine is obligated to notify them of any breaches.

Deputy City Attorney Shin stated Peregrine is required to provide real-time audit logs.

Councilmember Obagi referenced slide 2B, which showed terms of the contract; read: "If the City determines that approved agency has violated CJIS standards, the City may demand immediate termination of the agency's access. Peregrine must terminate the approved agency's access within 24 hours of the City's request."

Councilmember Behrendt asked a few more questions.

Deputy City Attorney Shin stated that Section 3G of the agreement references the audit logs.

More discussion followed regarding the audit logs, who has access and who would be notified of breaches.

Mayor Light felt that the audit logs are not going to flag misuse just who has accessed the system.

Deputy City Attorney Shin reported it is a combination; Peregrine has to notify them of any breaches and then you have to go back and look at the audit logs; pointed out a lot of this is reactive and remedying after the fact.

More discussion followed.

Mayor Light invited public comment.

Jess Money asked anyone who read the book 1984 to raise their hands, and to keep

them raised if they understood it; told those that didn't to brush up.

Andy Porkchop spoke against it; felt that police put down false information on innocent people; noted it is impossible to get out of the system once you are in; stated he was falsely arrested for robbery; spoke strongly about innocent people being convicted.

Bob Pinzler (via Zoom) stated, a dozen years ago, his company was producing a product that performs very much like what they are discussing; understood the need and value of sharing information; stated breaches and misuses are different and felt they need to assure that a misuse can be found; stated the question really is, what is being shared? what is the value of what is being shared?; noted that Peregrine is an amalgamator of data and their value is hinged upon the volume of data they amalgamate; pointed out that the information in the system has a shelf life and felt it would be important to know the length of time it stays in the system after it is not needed and how the information in the system is disposed of.

City Clerk Manzano reported no eComments and no one online.

Mayor Light asked if they knew how long they kept the data.

City Manager Witzansky mentioned the City has their own destruction policy and their records retention mirrors state law and they have their own internal policies; stated he could not speak on what Peregrine does on their end.

IT Director Cook stated his recollection of the agreement stated that if the City pulls the data Peregrine pulls the data, and the City maintains ownership of the data throughout the duration of the agreement, felt they are in complete control.

Councilmember Behrendt asked a clarifying question, if the City pulls the data, they pull the data and if the City's deletion policy is holding it for 30 days, then the Peregrine system and the customer has to delete if after 30 days?

IT Director Cook said the way it gets removed from their system is the City moves it out of the source system; referenced what was said earlier by Captain Mendence, mentioned it ties into the City's RMS system and the City's LPR system and if the City removes it from those systems, Peregrine cannot access it anymore.

Deputy City Attorney Shin pointed out that any data already downloaded will remain with the member agency.

Councilmember Behrendt also wanted to know how it is handled if the data is being warehoused by Peregrine customers and then held in a pot, or just in the absence of an ongoing investigation or just a one hitter thing and done when its done.

Captain Mendence spoke to cover a few points: 1) if there is a data breach, Peregrine has 24 hours to notify, 2) a misuse of data by a bad actor is a state-of-mind crime and

cannot be prevented but can be proven; and 3) regarding data retention, he gave scenarios such as once data becomes evidence of a crime or suspected crime it is removed but instead retained but if it is not evidence, then it goes away at the end of the retention period; noted there is a certain period for every information type.

In response to Councilmember Behrendt's question, IT Director Cook stated if it can be read, it can be duplicated and unfortunately that is how it is.

Mayor Light asked whether data Peregrine has access to is duplicated and stored on their own servers or if they rely on the City's memory systems for that.

IT Director Cook said his understanding is that Peregrine does keep a copy of the information as long as the agreement is in place and the sharing is in place.

Mayor Light asked if the City removed their data does the Peregrine system automatically remove it on their end.

IT Director Cook felt the level of detail being asked would need a Peregrine representative to answer.

Mayor Light stated he is okay approving it for now but also wanted the information on concerns they have.

IT Director Cook noted that the agreement has terminology stating that the information is the property of the City and that the City determines when it leaves.

Deputy City Attorney Shin mentioned she would have to check the original agreement for the data destruction but thought it was 30 days; noted there were extra provisions in the agreement; stated that Mike Cook reviewed the IT standards.

IT Director Cook stated he recalled the 30 days correctly; added that Peregrine would have to do data destruction within 30 days of termination of expiration date; noted that CJIS has provisions for specific ways in which data must be destroyed so Peregrine would be complying with that as well.

Motion carried 5-0 by voice vote.

## **J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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

John Perchulyn, District 1, stated he was there representing the residents of Palos Verdes Boulevard and Prospect Avenue (the Corridor); referenced a document they submitted to the Mayor and City Council; played an audio for the Council that featured lots of car racing noise and revving of engines; stated that audio was recorded on their property and not a race track; reported that the reckless behavior goes on day and night, which considerably

impacts everyone's quality of life and endangers their lives; provided pictures of large trucks and dump trucks and spoke of concern that there is a major school crossing there; continued to provide pictures of tractor-trailers and double tankers and spoke of the potential dangers they pose; stated he did some stats and discovered almost 1,000 pounds of CO2 is being emitted into their area and impacting the health of all the residents; thanked the Police for their efforts with signage and occasional truck roundups but the effects have achieved very little; stated the City needs to get serious about budget funds for the RBPD so they can do something to get rid of the trucks and implement traffic controlling solutions; looked forward to the Mayor and Council in fulfilling their campaign promises and providing the residents quality of life.

Wayne Craig, District 1, spoke about the need to prioritize kids' safety; mentioned that City Council is considering eliminating school crossing guards to save money even though the City plans to borrow millions to cover liabilities due to lower-than-expected tax revenues; stated what is alarming is that the City is also spending 1.3 million to plan a \$17 million gun range; reported that the \$1.3 million was budgeted to maintain the City's Fire Stations but with the passage of Measure FP, that funding became available for other uses; noted the previous Council made a clear commitment to redirect most of that money to long-overdue City yard improvements; stated with the new Council, most of that money was funneled into the gun range; referenced the addendum he sent and pointed out you can see the \$1.3 million went to the gun range and \$150 went to City art; felt it is even worse that the \$1.3 million is only to develop the proposal according to the budget; reported that the full \$17 million cost is supposedly contingent on a federal grant that will cover maybe 70% to 80% leaving Redondo taxpayers owing \$3.5 to \$5 million plus ongoing maintenance costs; felt with current national federal cutbacks, there is no guarantee the grant will come through; opined this effort is driven by political ambition of a Councilmember to carry favor with the Police Union for future campaign endorsement; urged Council to stop the gun range project and focus on the kids' safety.

Jim Mueller, District 5, spoke about home values in his North Redondo neighborhood being jeopardized by weak community planning; described what most of the neighborhood is comprised of and reported that two older single-family homes are being replaced by nothing that matches the aesthetic and ambiance of the neighborhood; referenced pictures he showed Council before and reported a developer has plunked down Soviet-style cement architecture; described the new development as gray, square, flat and cold and noted they are appearing all over North Redondo; stated the result is reverse beautification, its uglification; stated the Planning Department should make sure that designs fit the neighborhood but felt they are just pushing permits through as fast as possible; spoke of the City Manager proudly stating that permits are being approved faster than ever, and that is great for developers but not for the citizens; noted that new construction should not detract from the existing neighborhood and that beauty and charm have economic value; spoke of a proposed liquor store project at Inglewood and Artesia demonstrating the lack of planning in the Planning Department since that area already has three existing alcohol sellers and continuous problems with drunks there; opined there is no planning in the Planning Department and change is needed.

Jess Money, District 3, reported that the Secretary of State opened two criminal investigations: Case No. 8479, Joy Ford and Mike Webb, and Case No. 8480 for Jim Light; stated he sent another complaint to the DA's Public Integrity Unit totaling 23 pages, outlining multiple violations of four Government Code sections: two Election Code sections, nine RBPDP Policy Manual sections, two School Board Manual sections, and Election Code 704 and included 13 exhibits; reported he also brought to the DA's attention the prior felonious practice of paying School Board Members a monthly stipend and health benefits; mentioned the list of offenders now includes Police Chief Hoffman, Fire Chief Butler, Officers Branch, Day, Lofstrom School Board Members Raymur Finn, Dan Elder and former member Brad Waller; stated he also discovered four cases where the State Bar asserted: "An attorney's practice of deceit involves moral turpitude."; named the four cases: McKinney vs State Bar, Cutler vs State Bar, Lewis vs State Bar, and Segretti vs State Bar; reported that the State Bar prevailed in all four cases; said that the City Charter provides that when an elected official commits a crime of moral turpitude, the city shall remove said person and declare the office vacant and he will give Joy Ford and Mike Witzansky until the Council meeting on July 10 to agendaize a motion to remove Mr. Obagi and declare his seat vacant; stated if they fail to do so, he will file for a writ of mandamus with the Superior Court to force them to adhere to the City Charter

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to receive and file papers from Mark Nelson.

Motion carried 5-0 by voice vote.

Mark Nelson stated two weeks from that evening, the residents of the 500-600 Frontage Road and Prospect will be going to the Public Works and Sustainability Commission to discuss traffic issues; detailed out the intersection and explained the issues; pointed out two primary defects: 1) when headed southbound on Prospect and need to go northbound on Frontage, emphasized it is a really tight turn and tough to navigate, and 2) coming off northbound, Big Prospect, and then flipping a U-turn in the wrong way southbound down the Frontage; reported that he spoke with a civil engineer over the weekend and commented there should be a right turn only lane there since you can only go right anyways; referenced what he submitted and said he put in the yellow line and the right turn only pavement marking for them to see what he meant and felt that would at least get the majority of the violators to think about it; explained that the green are legal parking spots and the red ones are "can't park across your driveway" on the drawings he provided; mentioned his only other issue is it is only a 26-foot wide road, it is not wide enough for parking on both sides and two-way traffic.

Andy Porkchop mentioned he used to be a Redondo Beach resident and commended the City for celebrating the LGBTQ month; reported the Mayor of Torrance kicked him out of the building for calling someone a goon and said that is not freedom of speech; apologized for his behavior early in the meeting and explained that he was upset from a situation that happened to him at the Closed Meeting in the City of Torrance; spoke about the Conservancy Group destroying the bluff by pulling out the ivy.

Darryl Boyd (via Zoom), North Prospect resident, stated he agreed with the previous speakers, John and Mark; spoke of the North Prospect Avenue median being neglected for decades by the City; mentioned a year ago, their privacy was completely removed without consulting the residents on the street; spoke of their disappointment when the City planted tiny five gallon plants sparsely on the median; questioned why the residents were not consulted; spoke of his involvement in getting something done after they had been neglected for so long; expressed his and the residents of the area's frustration in seeing what the City provided; asked the City to please install 15 gallon plants and repurpose the five gallon plants directly behind; spoke in great detail about the noise level, stated they provided City Council data to back it up and urged them to read it and do something about it; stated they are living in an unbearable 24/7 noise cyclone that is encircling his home and his neighbors homes; spoke of the accidents that have happened in the area and questioned why the City has taken no action, mentioned the smog emissions, and loss of privacy and what it is doing to the residents' mental health and quality of life; noted they did not move into this situation but it has moved in around them.

Salvador Wills (via Zoom) spoke in anger about Andy Porkchop and asked why he is allowed a free pass; stated he is a criminal and sexual predator that harasses children.

Andy Porkchop continually tried to interrupt this speaker's call.

City Clerk Manzano reported no e-Comments and no others on Zoom.

Mayor Light warned Andy Porkchop again for his outburst.

## **J. EX PARTE COMMUNICATIONS**

Councilmember Waller reported speaking to the Mayor for L.1 and the Mayor and the City Manager for L.2.

Councilmember Castle reported speaking to both the Mayor and City Manager for L.1 and L.2.

Councilmember Kaluderovic reported speaking to the Mayor, Youth Commission and staff for L.1 and staff, the Mayor and the public for L.2.

Councilmember Behrendt reported speaking to the Mayor and City staff for L.1 and the Mayor, City staff and Councilmember Obagi for L.2.

Councilmember Obagi reported speaking to Councilmember Waller on L.1 and the Mayor, Councilmember Behrendt and staff for L.2.

Mayor Light reported speaking to several members of the Council and City staff for L.1 and received an email related to it from Tim Dodd and spoke to City staff and Council for L.2.

**L. PUBLIC HEARINGS**

**L.1. PUBLIC HEARING TO CONSIDER AN EXTENSION OF THE URGENCY INTERIM ORDINANCE THAT IMPOSED A MORATORIUM ON THE DEVELOPMENT OF SMOKE SHOPS IN THE CITY OF REDONDO BEACH ADOPT BY TITLE ONLY A 10 MONTH AND 15 DAY EXTENSION OF URGENCY INTERIM ORDINANCE NO. 3294-25 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, IMPOSING A MORATORIUM ON DEVELOPMENT OF SMOKE SHOPS IN THE CITY AND DECLARING THE URGENCY THEREOF AND FINDING THE EXTENSION IS CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**PROCEDURES:**

- A. Open the Public Hearing;**
- B. Take Testimony;**
- C. Close the Public Hearing; and,**
- D. Approve the proposed Extension of Urgency Interim Ordinance No. 3294-25**

**CONTACT:** MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

Motion by Councilmember Waller, seconded by Councilmember Castle, to open the Public Hearing on L.1.

Motion carried 4-0-1. Councilmember Obagi was absent.

Community Development Director Wiener provided a PowerPoint presentation on the item which included:

- Urgency Interim Ordinance
  - o Unanimously approved by Council on May 6, 2025
  - o 45-day moratorium imposed on the approval of any new smoke shops
  - o Proposed Extension of Urgency Interim Ordinance No. 3294-25
    - o Continue the moratorium for an additional 10 months and 15 days
  - o Moratorium Status Report included
  - o Planning Commission to review on July 17, 2025

Director Wiener stated what is before Council tonight is an extension of the Urgency Ordinance and that staff is recommending Council extend it 10 months and 15 days as required by state law; noted that the status report included as an attachment with the Staff Report describes what has been done to date on the program and what's planned to address the issues associate with the Urgency Ordinance; stated they have a draft permanent ordinance which incorporated the comments made by the City Council at the last meeting in May where the permanent ordinance was discussed; reported that the Planning Commission will review that in July and it could potentially make its way back to the City Council for consideration in August; stated that the moratorium would go away

concurrently if the City Council adopts permanent ordinance.

- Recommendation
  - o ADOPT BY TITLE ONLY A 10 MONTH AND 15 DAY EXTENSION OF URGENCY INTERIM ORDINANCE NO. 3294-25 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, IMPOSING A MORATORIUM ON DEVELOPMENT OF SMOKE SHOPS IN THE CITY AND DECLARING THE URGENCY THEREOF AND FINDING THE EXTENSION IS CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Director Wiener concluded his presentation.

Mayor Light amended who he spoke to for L.1 and reported he also spoke to the Youth Commission; stated the Youth Commission would like to consider this when they come back in October; asked if there would be any harm in delaying it until then.

City Manager Witzansky said it is Council's prerogative from a policy standpoint; noted it is just a matter of how quickly they want to get to the details of the new ordinance.

Mayor Light felt that having the Youth Commission weigh in would be important since they are part of the reason they are doing this.

City Manager Witzansky stated they can get it to Planning in July for their input and move the process forward but get the Youth Commission's input in October.

Councilmember Kaluderovic agreed that getting the Youth Commission's input would be good but didn't want to slow things down; noted that with ordinances amendments can be made to them.

City Manager Witzansky stated they can get it to Planning in July, between July and October come back to Council for an update on the framework of the ordinance, and then Council could refer it to Youth Commission, or, to Councilmember Kaluderovic's point, they could adopt and then make modifications based on their feedback after the fact.

Motion by Councilmember Waller, seconded by Councilmember Castle, to adopt by title only a 10 month and 15-day extension of Urgency Interim Ordinance No. 3294-25.

City Clerk Manzano reported no written testimonies and no public testimonies.

Mayor Light invited public comment.

Andy Porkchop shouted at Council about smoke shops and liquor stores.

Jim Mueller felt that with proper community planning an ordinance for this would not be needed; spoke of City Council needing to create an ordinance for everything the Planning

Department and the City planners have failed to do, especially on Artesia Blvd. ; thanked Councilmember Obagi for recently asking for a review of the alcohol policy in that area; mentioned they know the cannabis policy but have not addressed the other “scruffy” businesses that have been allowed to develop there; felt something needs to be done with the Planning Department.

City Clerk Manzano reported no eComments and no one on Zoom.

Motion carried 5-0 by voice vote.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to close the Public Hearing.

Motion carried 5-0 by voice vote.

City Clerk Manzano read to adopt by title only Ordinance No. 3294-25.

## **L.2. CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025-26 PROPOSED BUDGET AND 2025-30 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM**

### **PROCEDURES:**

- a. Reconvene the Public Hearing;**
- b. Take testimony;**
- c. Receive and file Budget Response Reports; and,**
- d. Continue the Public Hearing to June 17, 2025.**

**CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR**

City Manager Witzansky stated this is the third conversation about the 25-26 Proposed Budget and Capital Improvement Program; noted the focus for tonight would be on the City’s Capital Project list and the money that is proposed as part of the five year program; pointed out that when the City appropriates funding for the Capital Program, it is only for the next fiscal year and that money that is identified in the five year plan for the out years is not technically appropriated and only happens in one year increments per the City’s charter requirements; provided a slide on what they would cover tonight:

- Overview
  - o General Fund Summary-Operating Budget
  - o Capital Improvement Program Presentation
  - o Budget Calendar
  - o Budget Response Report Summary
  - o Recommendations

City Clerk Manzano noted they had not opened the Public Hearing.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to open the Public Hearing for L.2.

Motion carried 5-0 by voice vote.

City Manager Witzansky continued his presentation; provided a slide, "GF Summary with Recommendations", and reviewed it with net being just under \$43,000 available that has been unallocated as part of the Proposed Budget; went on to the next slide, "Budget Response Reports" and stated they are at a point where they have submitted to Council the 59 BRR questions and topics; noted 54 were included in their packet that weekend, and the additional five that were outstanding were delivered as part of a Blue Folder just before the meeting; stated all 59 BRRs are available online and will be available via the Budget link; reported they would be resubmitted to Council in a single packet as part of next week's hearing materials; provided a Budget Calendar slide with the following:

- June 10<sup>th</sup> – CIP Focus
- June 12<sup>th</sup> – Budget & Finance Commission
- June 17<sup>th</sup> – Budget & CIP Adoption

City Manager Witzansky moved on to the Proposed Capital Improvement Program for the 25-26 FY appropriations and the overall five-year plan; introduced Jesse Reyes and turned the presentation over to him.

Jesse Reyes, Capital Projects Manager, provided a slide with an overview of the presentation and described the photos shown.

- Overview:
  - o Why is the CIP important?
  - o Evaluation criteria
  - o Background/history
  - o CIP accomplishments
  - o Funding recommendation
  - o Active CIP Projects

Manager Reyes spoke of the importance of the CIP; stated they are necessary to maintain the quality of life for the residents, businesses and visitors, they help maintain the health and safety of the City, assist in economic development, and assists in limiting the City's liability; provided the evaluation criteria they use to consider projects to add to the CIP:

- Evaluation Criteria
  - o Health and Safety concern
  - o Mandated by State or other regulations
  - o Implements a Strategic Plan goal
  - o Completes an existing project
  - o Supports economic development
  - o Results in future operating savings

- Takes advantage of significant outside funding

Manager Reyes provided a slide with information on the City's last five year history of the CIP Program; noted that the CIP Program has added 82 projects since 2019, and has brought their total down from 120 to 104 projects for the upcoming year; mentioned they expect a \$20-\$24 million range of expenditures in the next year; reviewed the CIP summary for the fiscal year 25-26; reported \$64.3 million in carryovers for a total of 104 projects and \$29.7 million in recommended net appropriations; stated the total CIP Budget for fiscal year 25-26 is about \$94 million; noted that the street projects take the majority of the money in the program; provided an extensive list of FY 2024-25 CIP project highlights which included the Bike Master Plan Project, Dominguez Park play equipment and landscape, MBB resurfacing and signal improvements, International Boardwalk pavers, and the Civic Center landscaping; provided a list of the highlights of the Proposed FY 2025-26 Budget and stated their focus is on finishing existing projects and that they only have six new projects; spoke of the 82 projects that were added when the City issued a lease bond for purse payments that created some additional discretionary funding; reviewed some of the existing projects that are main focuses for them; provided a visual snapshot of the estimated carryover funding for next year; explained they are funds that have been appropriated to specific projects but have not been encumbered or expensed; provided a list of 22 items titled "FY 2025-26 CIP Projects – Anticipated Construction Stage" and felt confident, given the output of the last several years, that it was a fair assessment; highlighted a few of the projects from the list of 22: Aviation/Artesia northbound right turn lane (should be completed in the next FY), residential rehab (two phases they should be able to complete), North Redondo Beach Bikeway Extension, Kingsdale Avenue Resurfacing (awarded a contract), and SCE west of PCH (awarded a construction contract); provided a list of 21 items titled "FY 2025-26 CIP Projects – Design" and stated it is a maximum capacity with current resources; from the 21 items, highlighted: Franklin Park Play Equipment (not listed but should be on the list), North Redondo Beach Bikeway Extension (should be coming to Council for conceptual design and approval in the next month or two), Pickleball Facility at Aviation Park (also not listed but should be on the list) , and the Riviera Village multi-modal enhancements (\$4 million design Metro Grant they received).

Mayor Light spoke of noticing a pretty big fund balance in some of the street improvement stuff and asked if that was an accurate assessment.

Public Works Director Winje stated that fund combines both M & O funds as well as Capital Funds; asked Jesse Reyes to give more detail.

Jesse Reyes stated every year on the capital side a resolution needs to be adopted by the City Council that specifies which projects the City's SB1 money will be going towards and they will bring it to Council next week; explained that since the program started in 2017, they have gone to Council every year and appropriated almost all of the gas tax money as it pertains to the capital; noted on the operations side they are all combined in one fund; stated that the HUTA funding, which has the various sections of gas tax, and some of those fund balances could be attributed to operational savings over the years

and have led to that fund balance.

Mayor Light wanted to add two requests to the queue but noted they are not a priority:

- 1) Described the area going down 190<sup>th</sup> on to Herondo, where it turns right from PCH on to Herondo, it goes from a wide road to parking, a bike path, and then a one lane road; mentioned complaints he has received from bicyclists who are almost being hit because it turns into one lane; requested bollards there.
- 2) Redesign of Sapphire and Broadway to prevent donut events there every weekend and to get people on Gertruda to stop cutting straight across without turning on to Broadway.

Public Works Director Winje reported the City actually studied that years ago and have had a project on their Unfunded Projects List for it for about five or six years; stated it was estimated at \$360,000 then and probably has gone up a bit; noted it is for the full build out, concrete curbs and parkway; spoke of another option of using K71 bollards and the turtle shells that sit on the ground, paint, and other solutions that disrupt any donuts or other behavior similar to that; mentioned being able to use Traffic Calming Funds that currently exist so they can move forward without making an appropriation in the CIP Budget.

City Manager Witzansky noted that those are their best case estimates; wanted to make two points clear, since they were not on the list Jesse Reyes provided in the presentation: 1) they have every intention of beginning the design process for the Aviation Park pickleball court, the money is there and available to begin the process, and said the motion that has been floated for consideration adds additional resources that would be needed to close the construction funding gap and they are prepared to begin the design of that facility, and 2) if the Franklin Park All-Abilities play equipment installation goes to a singular structure amenities to be installed, it would simplify their design process, and they would have the capacity to both design and install the equipment this fiscal year; noted that they would need to confirm that the final play equipment design is ADA compliant but felt confident they could get both those done in this fiscal year; spoke of the hillside stabilization effort at Dominguez Park becoming more of a priority for the City and explained the reasons why; spoke more on the earlier items regarding the bicyclists' safety and the inappropriate use of the intersection and, if no other appropriations are needed, felt they have the capacity in the Traffic Calming account for both of those initiatives subject to final design.

Mayor Light wanted to set the record straight about the firing range due to the earlier discussion of it; asked for clarification on if it was \$1.3 million allocated towards the pre-application phase to do geo-tech studies and other items.

City Manager Witzansky agreed and said it was subject to last year's budget motion of the Council; reported the current fund balance to be \$1.1 million and that they have done the work necessary to submit their application early next month; spoke of the point of the

grant application is to spend federal money to execute the firing range project rather than the City's; mentioned there is a companion component in the form of the installation of the new and relocated Park Services Yard but noted their commitment to that it based on the outcome of the grant; stated if they are successful in obtaining the grant money it is potentially \$17 million of federal dollars that would be spent to address the problems they have had with training and the neighborhood.

More discussion followed regarding the federal funding and exemptions.

City Manager Witzansky noted that the application date is July 3<sup>rd</sup>.

Mayor Light asked what the remaining \$1.1 million would go towards.

City Manager Witzansky responded that it depends on final requirements for plans and specifications, what they need to do to ultimately commit to constructing the project; stated they are prepared to move forward with that phase if awarded the grant so they can honor the obligation to complete construction within the prescribed time frame.

Mayor Light asked if they are reimbursed from the grant.

Public Works Director Winje said no, certain elements of the project are not reimbursable under the grant; stated planning, design, and environmental work would all be done at the City's expense through the \$1.1 million fund balance.

More discussion followed on the costs and what other items the \$1.1 million would be used for including towards the Parks Yard reconstruction if money is left over.

Councilmember Kaluderovic stated that some are considered soft costs that the City would have to cover but only as it pertains to the Parks Yard.

Councilmember Waller added his support to the Mayor's suggestion for the temporary fixes at Sapphire and Broadway; liked the idea of that being a future consideration for a traffic circle and explained it gets confusing since there are five streets and its one big intersection.

Mayor Light mentioned residents will want to weigh in on it, especially if it takes away parking spaces.

Councilmember Kaluderovic mentioned the alley at Armor Lane was part of the 2023-24 Budget and wondered where that was in the queue.

City Engineer Sablan responded that it is part of the Residential Rehab Program, and it is currently in design and will go out to bid with the next project.

Councilmember Kaluderovic stated she sees that there are still discretionary funds in District 1, 4, and 5.

City Manager Witzansky stated the updated formulas have those directed to the priority projects and then extinguished; stated they have been transferred to the preference of Mayor and Council into the respective areas; spoke of her suggestion being in Parks Performance Arts account.

Councilmember Kaluderovic mentioned they are listed in the packet as “Discretionary Infrastructure” under the Recommended FY 2025-26 Project Funding by Project and asked for clarification.

More discussion followed regarding where it is listed and on what page.

Councilmember Kaluderovic stated her intention is to have Shakespeare by the Sea continue.

More discussion followed to clarify where those funds were going.

Councilmember Obagi thanked Public Works for all the great work they have done and going forward; noted that residents are very excited about the bike path being extended along the SCE ROW; asked if adding an item to the unfunded CIP really make a difference.

City Manager Witzansky said not particularly unless they are making a concerted effort to continue to find ways to proportionally fund it or phase in funding over time.

Councilmember Obagi asked if the raised intersection at Ford and Ormond would be considered for grant funding if they put it on the unfunded since it would be making the neighborhood more pedestrian and bike-oriented.

City Manager Witzansky explained if it is a potentially feasible project, they could add it to the unfunded list but it would need to be studied first.

Public Works Director Winje said the Broadway/Sapphire/Guadalupe intersection is a great example; stated they studied it and couldn’t do anything at the time but put it on the list for future consideration; noted that the list is not annually revisited, but it sits there for their use.

Councilmember Obagi referenced a BRR regarding Aviation south of Artesia Blvd and potentially adding that to the unfunded CIP and asked when the City does the right turn lane for Aviation Blvd northbound to eastbound Artesia if they will repave any portion of it.

Public Works Director Winje said yes, they will do the center line of the road back to where the parcel ends.

City Engineer Sablan interjected and said they included the whole width of the street.

Councilmember Obagi mentioned the PCI on the portion of Aviation and asked about the condition.

Public Works Director Winje reported that it is among the worst, especially for an arterial.

Discussion followed on whether it should be on the unfunded list, noted that the City is already tracking it for funding, the difficulty involved in finding a funding source, and Prop C is bus eligible.

Discussion ensued regarding partnering with Manhattan Beach on the north part of the area for repaving, stockpiling money to be ready for it, and that it will not happen for at least one more full fiscal year.

Councilmember Obagi reported he spoke to the City Manager about Artesia Blvd train bridge, the MSCIP; clarified for the rest of the Council that if the bridge were to be repainted over a course of time, it would be more expensive versus just shutting Artesia Blvd completely down and getting it done in a shorter period of time.

City Manager Witzansky noted that there are two consideration with the project: traffic control element and that it tested positive for lead paint; stated that they need to abate the train paint first, which then exacerbates the traffic control need but, if they were to shut down the lanes for 24-hours or over a long evening, they would be able to get more work done; stated there is a BRR in the Blue Folder tonight showing they have funding to complete one of the two bridges.

Councilmember Obagi felt Artesia Blvd should be chosen since it is the most blighted and more visible.

More discussion followed regarding where the funds come from, noted it comes from the Cap 300 or Capital Projects Fund.

Councilmember Obagi noted that they did not build or paint the bridge and asked if they could get contributions from Metro, BSF or whomever.

City Manager Witzansky reported they have tried and the best they could do was to get BSF to give them license to be able to access their facility to repaint it.

Public Works Director Winje noted that half of the bridge is in Lawndale; stated he spoke to Lawndale and the Public Works Director there said the City Manager was not interested but there may be more opportunity for conversation there.

Councilmember Obagi stated that Metro plans to run trains over that bridge; posed the question of doing the work at all and said it is certainly up for debate whether \$225,000 should be allocated to it; spoke on a related note, that he did ask the City Attorney whether they had adequate money to continue their environmental investigation relative to the

final EIR that the Metro Board will approve later this year and she assured him they do have enough to continue.

Councilmember Waller agreed that the bridge is very ugly and blighted and felt Metro should do the work since they plan to rebuild that bridge; suggested postponing repairs if Metro is close to working on it.

Councilmember Obagi felt Councilmember Waller brought up a good question but was not sure how quickly Metro can gather funds; stated he appreciates the money there has been allocated in the CIP.

Mayor Light asked if staff were going to have people brief on the BRRs.

City Manager Witzansky responded no, but if anyone has questions, they are available; noted they have five that were submitted by a Blue Folder in the queue.

Mayor Light invited public comment.

Wayne Craig suggested to Councilmember Obagi some screen mesh material in front of the bridge may help; spoke about the Proposed Redondo Beach Budget requiring the City paying \$644,000 for school guards; mentioned that the time spent creating a Special Council Subcommittee and having meetings all year with School Board Members yielded nothing; stated they shouldn't be surprised since last year, at a District 5 Committee Meeting, a member of the Public Safety Commission asked the current School Board President about cost sharing for crossing guards and the response was no; spoke about the School District representatives suggesting reducing the number of crossing guards since they don't have enough funds; stated that is unacceptable since the recently passed \$273 million school bond measure means the School District can reallocate money previously allocated for certain expenses to the General Fund and should go toward things like crossing guards; questioned whether or not the School District does not have the money and asked if anyone has audited their books; mentioned there is speculation that if you looked into the special reserve accounts where the money was transferred into it does not show up on the balance sheet; stated that the City pays about \$130,000 per School Board election and covers all the school waste pickups; urged Council to do the right thing for the residents and cost sharing makes sense for safety, budget and trust; spoke about the conflicts in being beholden to powerful city unions or political organizations when running for public office; recommended the City Council members be on the subcommittee since they have proven to be objective and have raised the question of sharing costs.

Susan Higgins, Redondo Beach resident and Pickleball Players Group Lead, stated on June 1<sup>st</sup>, she submitted an email to City Council requesting additional CIP budget dollars be approved for the Aviation Park Pickleball Facility; reported she was there tonight to personally make the request; provided background on the request for the facility noting on March 2024, the Aviation Park open field was designated for the pickleball facility, and in June 2024, \$350,000 was approved as "seed money" and reduced to \$320,000 in the current CIP; stated, unfortunately, the design and formal total cost estimate for the

construction of this Aviation Park Pickleball Facility has yet to happen but felt it should not affect the City Council from allocating additional CIP budget dollars to support this project; referenced the Torrance Wilson Park Pickleball Facility CIP Project and noted that it is a comparable comparison and cost \$1,250,000 for eight dedicated courts, court lighting, fencing and seating; stated the details of the Torrance project were provided in her June 1 email; requested that City Council approve and allocate additional CIP budget dollars towards the Aviation Park Pickleball Facility in the amount of \$980,000 to bring the total budget to \$1.3 million and if not feasible, to at least budget an additional \$600,000 for a total of \$920,000.

Donald Ford, Chair elect of the Redondo Beach Chamber of Commerce, asked the City for a waiver of fees for the Super Bowl 10K; spoke about the event being around for 47 years, it is a major fundraiser for the Chamber, and being a non-profit they rely on the event; reported that the cost to stage the event keeps going up every year, including the security and fees the City charges for it; noted that the event benefits the entire community, puts Redondo Beach on the map, generates revenue for the local businesses; and is extremely vital for the Chamber to continue to operate; asked that the City consider the waiver of fees or at least give them a definitive notion of what the fees will be; noted that they have encountered invoices after the event that they were not expecting and it makes it difficult to plan for the event or even possibly host it; asked if they could find some relief on the fees.

Mickey Johnson, President of the North Redondo Beach Business Association and resident, stated she is there tonight on behalf of NRBBA to request their support for a project that hits two of the City's top priorities: generating sales tax revenue and placemaking; noted that the AACAP was adopted by the Council in 2020 and NRBBA is ready to help make that vision real with their support; spoke about a year round Street Light Banner Program for Artesia Blvd that they have developed; stated the initiative will install colorful, professionally designed banners on all 52 street lights between Inglewood and Aviation with a goal to create visual appeal, encourage foot traffic and drive local spending; spoke of the project as also a placemaking project because the banners will transform a pass through street into a destination; stated that more vibrant corridors mean more people staying, shopping and dining in Redondo Beach which will bring increased sales tax revenue for the City; reported that NRBBA is an all-volunteer organization; asked the City for a one-time investment of \$54,000 to help launch the project which will cover the cost of the banners and prevailing wage installation and they will maintain the program from there.

Councilmember Obagi asked if the BRR for string lights on Artesia for \$83,000 was also proposed by the NRBBA.

Mickey Johnson stated yes.

More discussion followed regarding both programs proposed by the NRBBA.

W.E.D. Director Greg Kapovich reported it was actually a carry over for mid-year and

have \$20,000 in the CIP program currently for the Banner Program and are requesting an additional \$33,000 to support the Banner Program for a grand total of just under \$54,000.

Councilmember Obagi asked if Director Kapovich supports the program,

Director Kapovich stated he does.

More discussion followed on what the banners would look like.

Bibi Goldstein reported she was there on behalf of the Redondo Beach Chamber of Commerce to ask for their support and consideration for the additional fee waivers for the Super Bowl 10K; noted she is the Chair of the committee that runs the event every year; mentioned she has participated as a runner and now walker of the event since 1998; stated that this event is a major fundraiser for the Chamber and funds many of their other programs and that the City has waived the fees 44 of the last 47 years; asked for some consideration to be given to what past history has been.

Councilmember Behrendt stated he is a big fan of the event; noted that the Chamber may have yielded net proceeds of \$170,000 from the 2023 event but did not see what it yielded for 2024.

Bibi Goldstein stated they do not have those numbers yet and have not been able to finalize the City invoice for 2024 or 2025 yet.

Councilmember Behrendt asked if the other members of the Chamber have been asked to participate in the fundraising efforts.

Bibi Goldstein stated absolutely; noted that due to the tragedy of New Orleans security features needed to be added and they were able to share those costs and did have a sponsor for some of it.

More discussion followed regarding members, businesses, and hoteliers helping with costs, and sponsorships, Bibi Goldstein spoke of the reduction of participants to the event, and exhausting all resources.

Councilmember Behrendt asked the City Manager what options they have to propose for the Chamber.

City Manager Witzansky spoke of the challenge they have in securing a 10K course; mentioned they have used Public Works vehicles to try to minimize costs but it is still a big number; spoke of a grant that the Police Department is hoping for that would allow them to fund barricades that they would be able to use at the event next year; stated they have identified the Seaside Lagoon as an after venue activity that would be a big cost savings for the Chamber; hoped that those two additions would bring the invoice down for the Chamber from the City in the following year.

More discussion followed regarding the invoices, discrepancies in the numbers, lagoon fees dependent on the number of attendees, the possibility of adjusting the fees and final invoice.

Mayor Light suggested they try to normalize the amounts to be fair; mentioned the City subsidized \$13,000 for Spring Fest and said that was an impact of \$55,000 or possibly \$68,000.

Councilmember Obagi showed a list of the City's Signature Events.

Mark Nelson wanted to comment on BRR 3, which is the sound wall, wrought iron fence, and W rail for the Prospect/Frontage Road; gave some background on his experience with this project; BRR 3 is a quality of life play; felt it would restore a lot of the lost property value from deferred maintenance over the last 30 to 40 years on the Frontage Road; noted that the decibel level mentioned by Mr. Boyd earlier is above minimum threshold for sound wall; stated the \$3 million estimate for the sound wall is just wrong and provided testimony that corrects it; reported he estimated it at \$229,000 to \$370,000 depending on if only the north segment is done or the whole thing; felt that people south of the intersection, including him, are not very interested in it; noted the W rail is at a reasonable cost of \$69,000 to \$112,000 depending on whether only the north section or the whole thing is done; stated that the advantage of the W rail is that it would stop a vehicle from winding up on the Frontage Road again; opined both are justifiable projects and recommended them for the neighbors.

Bill Baird stated he is part of the Board for NRBBA; spoke of their efforts to enhance the AACAP and doing everything they can to generate more revenue in the northern part of Redondo Beach; mentioned the events that they currently offer; stated the banners may help get people to recognize what's going on and capture the traffic of people; spoke of the hard work of the NRBBA working hard to generate more revenue for the City.

Lisa Olson, District 1, asked for the Council's support in budgeting some funds for the Pickleball Facility at Aviation Park.

Bobby Tradino seconded everything that Miss Higgins said and spoke about pickleball being a growing sport and in need of a permanent facility.

Susan Gallagher spoke of being an avid pickleball player and travelling to Manhattan Beach three times a week to play; stated she supported what Susan Higgins had said earlier.

Mayor Light asked the City Manager if there is value in putting money into that CIP when they have design funds set aside.

City Manager Witzansky said the value is that there's a stated commitment and would get them closer to having a fully funded project when they do go out to bid; felt that the

\$200,000 that has been floated in the motion will not be enough to fully construct the facility.

More discussion followed regarding where the resources to fund the facility will come from.

City Manager Witzansky reported they are requesting Quimby funds for the facility and they have about \$400,000 unallocated Quimby funds in the proposed CIP.

Councilmember Obagi asked if that money accrues interest.

City Manager Witzansky said not to the Quimby funds.

Karen Aguiliar, Redondo Beach resident, spoke in support of the pickleball facility and all that Susan Higgins said earlier; mentioned they have been attending City Council meetings and requesting pickleball courts for years; noted they are now asking for capital improvement funds to finally bring the courts to fruition at the Aviation facility.

Mara Santos thanked the Mayor and Council for everything they are doing; asked if there is anything else that the City can do to continue support of the Super Bowl 10K event; stated the City's partnership is crucial for them to run the event.

Mayor Light asked Community Services Director Hause if they could arrange a sit down with the Chamber to discuss the Super Bowl 10K event and he would like to be a part of the discussion; asked the City Manager if that was okay.

City Manager Witzansky said yes, any pre-planning they can do to assist next year's event would be helpful; noted the key players with the City would be Public Works, Traffic Unit with PD, and Community Services.

Mark Hansen, in regards to the Chamber, spoke of his experiences with City events and how it was handled in the past; mentioned he has been on the Chamber Board for a couple of years and has noticed that some of the bills are a lot more than they expected and hoped the City could help come up with a number; as a King Harbor boater, stated he was happy to see that the funds were reinstated for the Mole B Moonstone Master Plan; reported that he found a technicality on the numbers and found that \$250,000 was estimated for engineering for work to be done and it somehow got subtracted out and if they put that back in it would correct the mistake; suggested that the City work with the Harbor Commission that Chevron gave them \$2.4 million.

Dr. Nasrin Moghadasian stated she has had her practice in Redondo Beach for 25 years and been a resident for 30; mentioned she is on the Board for the Chamber; added to what others spoke about earlier regarding the contributions the Chamber brings to the City; noted that the City spoke about helping them next year but pointed out that they need help this year.

Andy Porkchop, stated he was Phil Gardner, spoke about the South Bay Parkland

Conservancy ruining the bluff; felt it was a conflict of interest for the Mayor to advocate for funds for his own neighborhood.

Darryl Boyd (via Zoom), North Prospect resident, voiced his frustration at listening to additional funding for pickleball and traffic calming for Broadway; asked about traffic calming for North Prospect Avenue where it is really needed; mentioned the funding for CIP projects and asked if North Prospect Avenue residents qualify for that quality of life and safety that Mr. Reyes spoke about in his presentation; listed the numerous projects included in the CIP funding and wondered why no funding was being put toward solutions for real safety and noise issues for the North Prospect Avenue median; noted that he finds no enjoyment from this and is simply fighting for what is right for himself, his family and the neighborhood; urged the City to make it better by installing the 15 gallon plants on the median and repurpose the five gallon plants behind them and designate proper funding for a safety and sound wall; stated that Councilmember Kaluderovic had indicated in a neighborhood meeting that there was \$200,000 plus existing budget for upgrades and improvements for the North Prospect Avenue median; spoke of a six foot wall being sufficient and estimated at \$250,000, not \$3.1 million; urged the City and Council to stop denying them and do the job right; noted a guard rail would also be nice.

Brianna Egan stated she is strongly in favor of a number of BRRs but mainly wanted to focus on Prospect Avenue; voiced her support for the Community Proposal for a Safer Prospect Avenue and gave more details about the proposal and how it would benefit the community and offer more street safety for bicyclists and drivers; noted they have been supported by numerous organizations and wanted to provide support for looking into funding for a corridor study of Prospect Avenue; named other projects she is in favor of including enrolling Beach Cities Transit in the Metro GoPass and opportunities to build raised crosswalks, add crossing guards, and increase revenue to the City by pricing parking fairly.

City Clerk Manzano reported no one else on Zoom and six eComments: five in support and one is no comment.

Mayor Light asked if any staff could speak on the GoPass BRR.

Community Services Director Hause stated there are two aspects to the Metro GoPass:

- 1) The agreement that the School District would need to engage in with the County with Metro in order to enroll their students and subsidize the GoPass for their students.
- 2) The City's portion, which is activating existing equipment so that the City can receive the GoPass; noted that this is zero cost to the City since they already have the equipment in place.

Director Hause stated they can initiate it and even other students from other communities could use it; mentioned if the School District in Redondo Beach chooses to subsidize, they can but it would result in a loss to the City in terms of revenue.

Discussion ensued regarding the loss of revenue and whether it depended on the School District subsidizing it or not.

Director Hause clarified that if the school funds the GoPass, the City loses money and if they don't, everything is kept status quo.

Councilmember Obagi made a clarifying statement that if somebody with a GoPass from another city comes into Redondo Beach, swipes their card, the City gets money but if the School District adopts it, the City gets less revenue from Redondo school children but it opens up their transit possibilities across the County.

Councilmember Kaluderovic asked the City Manager to explain the \$3.5 million deficit and the UAL payment being more than last year.

City Manager Witzansky reported that the UAL payment this year is \$4.3 million and the City is able to cover about \$800,000 of that through current core revenues and proposed actions in the budget, the City needs a \$3.5 million transfer in from their set-aside account for pensions to cover the balance; stated their hope a year ago, was that they would be transferring about \$2 million from that account to cover UAL this year; noted the delta there is their bearishness on TOT revenues next fiscal year; felt what the City is going to be watching for over the next year is: where does the next year's figure come in from PERS, which they will receive in August, and the estimate for the 2026-27 UAL payment, which is supposed to be another \$4.3 million but stated it will not be and depends on final actuarial adjustments and performance of investments in the 2023-24 fiscal year and the 2024-25 fiscal year; said they are hopeful that they will see another couple million dollars of structural revenue come online; reported they are about \$1.5 million behind schedule versus where they hoped they would be last year.

Councilmember Kaluderovic wanted the answers for the community's education on where the City is financially.

More discussion followed.

Councilmember Obagi stated that since Councilmember Behrendt and he shared their idea for the budget it has been amended; mentioned that they have not heard from the other Councilmembers as to what is important for them in the budget and said now is a good time to get their ideas.

Councilmember Castle said from his perspective, for District 2, a number of initiatives and important items and projects that they have talked about at various meetings are actually incorporated; listed a few of the projects such as the retrofit at the Fun Factory, various investments at the Waterfront and around Mole D; stated that getting the properties online at the Waterfront will be key in driving the revenue for the City; spoke about TOT tax and property transfer tax being drivers to their economic development and when tourism is down and home sales are down in California it impacts the City's budget; stated those are reasons they came out with a conservative estimate in making the budget.

Councilmember Waller noted that things that he wanted got absorbed by costs which

made it a lot easier; stated he would support the BRR 4 Inclement Weather Shelter, BRR 11 Metro GoPass, pole hardware for Riviera Village, Harbor Drive, Artesia Blvd. Councilmember Obagi interjected to ask if the pole hardware in Riviera Village needed replacement; noted the pictures did not look like they did.

City Manager Witzansky felt Harbor Drive is worse, but both needed to be replaced.

Mike Klein, Public Works Deputy Director, reported that the castings on them are starting to corrode, the banner hardware is affected by the winds and are weakened by the movement; noted that they have the banner poles for Artesia and need to reallocate more money in hardware for the Riviera.

Councilmember Obagi asked if they install banners will they need to be replaced continually.

Mike Klein replied no, he is going to a different type of wind-resistant hardware.

More discussion followed regarding the cost of the banners.

Councilmember Waller said he saw the BRR with the crossing guards that had the usage, the number of riders, the number of walkers, the number of cars going through, how busy the intersections are and if they wanted to revisit that he would support a discussion on prioritizing the number of crossing guards they need.

Councilmember Kaluderovic stated that there should be an understanding that anything they are allocating money for is money being borrowed; noted that if they do allocate money it needs to impact the financial future of the City; stated she is not in favor of reducing the number of crossing guards but is open to reallocating them and opening that discussion with the community and may make a referral for it.

Mayor Light stated he understands that it will take more funds to finish out the Wilderness Park Master Plan and wouldn't want to allocate any more money to it this year; said he is supportive of the decision packages that are in the main document; said, regarding BRRs, he is generally against adding cost but is supportive of the ones that will increase revenues; spoke in support of the GoPass since the Youth Commission requested it and supports anything that reduces the cost of projects they have already committed to; said he does want to be cognizant of the City's signature events and hopes they can work jointly with the Chamber to get that cost down.

Councilmember Obagi, regarding the Super Bowl 10K, wondered if re-routing the event would cut down costs and noted there are several intersections in the current map; wondered what other fee reductions they could suggest to actually cover costs.

Councilmember Castle reported in BRR 31 staff did make recommendations to the Chamber for ways to cut costs.

Councilmember Obagi put his and Councilmember Behrendt's updated motion on the screen; provided an overview; suggested a location for a Pride art monument which would use some of the \$450,000 that has been allocated to Artesia Blvd art; continued to review the projects in the updated motion.

Discussion ensued on parts of the review of the updated motion.

Fire Chief Butler spoke on the fee schedule for the Harbor; noted that it is already the master fee schedule and approved by previous Council.

City Manager Witzansky cautioned on banking any new estimated revenue against those fees for the time being.

Councilmember Castle, regarding the Harbor master fee, asked if they could find out what the impact would be since they have a lot of signature events down around the Harbor.

Fire Chief Butler estimated that 80% of their tows are not necessarily emergencies; spoke about the master fees being approved and that they can educate using the boater alert network to let people know of the posture the City is taking.

City Manager Witzansky noted that those fees would go to the Harbor Tidelands Fund.

Councilmember Obagi continued to review the updated motion with some discussion intermittently throughout.

Discussion of the Teen Center allocation ensued regarding the list the Youth Commission submitted and the desire for the teens to spend as much time there as possible.

City Manager Witzansky suggested that Councilmember Obagi be less prescriptive with what they buy for the Teen Center but just allocate the funds to the Teen Center.

Community Services Director Hause reported they did a survey and an open house for the Youth Commission and that is where the list of items they wanted came from.

Mayor Light voiced concern over a 3D printer being provided at the Teen Center and felt it would be better supervised at the library.

Library Director Vinke felt the 3D printer could be placed anywhere as long as there is proper supervision.

Mayor Light asked if there would be supervision at the Teen Center.

Community Services Director Hause stated an 18+ staff member will be on-site and they have part-timers along with full-timers to cover that.

More discussion followed regarding the 3D printer and cost and other items for the Teen

Center.

Councilmember Obagi continued with the review accompanied with discussions from Council and staff.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to receive and file the updated motion and briefings.

Motion carried 5-0 by voice vote.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to continue the public hearing.

Motion carried 5-0 by voice vote.

Motion by Councilmember Behrendt, seconded by Councilmember Kaluderovic, to recess for a five-minute break at 10:30 p.m.

Motion carried 5-0 by voice vote.

**ROLL CALL – 10:39 p.m.**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Officials Present: Eleanor Manzano, City Clerk  
Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Luke Smude, Assistant to the City Manager

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None**

**N. ITEMS FOR DISCUSSION PRIOR TO ACTION**

**N.1. DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE UPDATED THREE-YEAR GOALS AND TEN-MONTH OBJECTIVES IN THE CITY'S STRATEGIC PLAN**

**CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER**

Luke Smude provided an overview of Item N.1; provided a PowerPoint presentation which included:

- Strategic Planning Process

- Utilized since 1998
- Specialized City meeting
- Facilitated by Leading Resources – Jane Harrington
  - Accomplishments – 94 total
  - SWOT Analysis – Strengths, Weaknesses, Opportunities, Threats
  - Set priority areas and goals
    - 48 objectives – assigned to departments with a date to bring back to Council
- Proposed Matrix
  - Priority Areas
    - 1) Economic vitality
      - a. Enhance the Waterfront
      - b. Revitalize Artesia Blvd
      - c. Position RB as a destination for business investment
      - d. Revitalize the PCH Corridor
    - 2) Public safety and community well-being
      - a. Implement Measure FP
      - b. Strengthen the City’s mental health response and community support systems
      - c. Further enhance the approach to homelessness
      - d. Continue to leverage technology to enhance public safety, emergency response, and community resilience
    - 3) Infrastructure and public spaces
      - a. Rehabilitate City roads and critical public facilities
      - b. Expand and enhance public spaces, amenities, and programs
      - c. Enhance alternative transportation options
    - 4) Customer-centered service delivery
      - a. Improve customer service by expanding the City’s use of digital tools and online services
    - 5) Community stewardship
      - a. Advance environmental sustainability and climate resilience
      - b. Preserve and promote the City’s historic resources and neighborhood character
- Recommendation
  - Review the Proposed Matrix
  - Confirm Priority Areas, Goals, and Objectives
  - Approve the Strategic Planning Matrix

Luke Smude stated their hope is for Council to approve the Strategic Planning Matrix this evening; mentioned, if it is approved, staff would work to achieve the goals and would bring back to Council any items necessary for Council action; noted there would be a monthly update on the Strategic Planning Matrix to go over progress of the objectives and goals.

Mayor Light mentioned there were three items he felt were critical that were dropped that he would like to see added back in:

- 1) Briefing on the research the W.E.D Department has done on Harbor organization and operations
- 2) The plan for the sea level rise and the climate change in the Harbor area
- 3) An objective about what the City is prioritizing as far as marketing in the Harbor areas for properties; expressed wanting to explore a land swap in the Harbor area near Seaside Lagoon for what is now the Gold's Gym so that the City can increase the marketability of the Gold's Gym site and not restrict it because it is part of the Tidelands right now.

City Manager Witzansky mentioned staff could describe it to Council in a report, including what the process would look like to consider an exchange and working with the State Lands Commission, who is the arbiter of that final determination.

More discussion followed.

City Manager Witzansky suggested that, rather than wordsmithing tonight, Council give staff general topics and trust them to incorporate them into the final adopted plan as amended.

Councilmember Obagi read, per BRR 8, discussion staff to provide reports to City Council and options to consider public/private partnership for Redondo Beach branded swag, apparel, online store, and wholesale local vendors; spoke of there being a halfway, in-between where the City would just do revenue sharing with somebody who has licensed the City's apparel and doesn't need to be exclusive.

City Manager Witzansky noted that would be a discussion on the options available to pursue; stated a more focused conversation is needed.

Councilmember Obagi brought up discussion on BRR 16 regarding the King Harbor sign; asked if the font should be changed to match the City font, if the City flag needed updating, and selection for the banners; stated they will need to make the investment in the Public Works Yard and just wanted to keep it on their radar; spoke about the discussion regarding BCT accepting Metro GoPass.

Community Services Director Hause stated GoPass could be launched at any time.

More discussion ensued regarding GoPass.

Councilmember Kaluderovic felt RBUSH shared expenses and agreements should be on the Strategic Plan.

More discussion followed regarding School District agreements, shared costs, and other issues.

Mayor Light invited public comment.

Andy Porkchop spoke angrily about the Waterfront and about his frustrations with power stations and electric cars.

City Clerk Manzano reported no one online and no eComments.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the Strategic Plan as amended with the comments of the Mayor and the Council.

Motion carried 5-0 by voice vote.

**O. CITY MANAGER ITEMS**

City Manager Witzansky reminded everyone of the Juneteenth celebration out in front of the Library on Saturday from 12:00 to 3:00 p.m.

**P. MAYOR AND COUNCIL ITEMS - None**

**Q. MAYOR AND COUNCIL REFERRALS TO STAFF**

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to create a Crossing Guard Subcommittee with herself, the Mayor, and one more Councilmember to discuss the challenges with the crossing guards, how to best address all the needs of the community with the City's current funds or a reduced number of crossing guards

Motion carried 5-0 by voice vote.

Councilmember Obagi asked City Attorney Ford to advise the Mayor as to when he can boot or shut down a disruptive speaker or what warnings she could provide.

City Attorney Ford stated a professional conduct is going to come back soon.

**R. RECESS TO CLOSED SESSION**

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

**Name of Case:**

**St. Laurent, Marcia v. City of Redondo Beach, Howard E. Wood, Susan C. Wood, The HS Wood Family Trust and Does 1-100, Inclusive  
Case Number: 25TRCV01441**

**S. RECONVENE TO OPEN SESSION - None**

**T. ADJOURNMENT – 11:12 p.m.**

**T.1. ADJOURN IN MEMORY OF JOSEPH DAWIDZIAK, FORMER REDONDO BEACH CITY COUNCIL MEMBER**

**T.2. ADJOURN IN MEMORY OF CRAIG WELDAY, FORMER REDONDO BEACH FIRE CAPTAIN**

Mayor Light stated they would adjourn in memory of Joseph Dawidziak and Craig Welday.

City Manager Witzansky stated he has heard from people that worked with Craig Welday that he was a very respected member of the department and will be missed; noted Joseph Dawidziak had a great sense of humor and dedicated a lot of time to the City.

Mayor Light mentioned that Bob Pinzler wrote a nice article about Joseph Dawidziak in the Easy Reader.

Motion by Councilmember Waller, seconded by Councilmember Castle, to adjourn the meeting at 11:12 p.m. in honor of Joseph Dawidziak and Craig Welday.

The motion carried 5-0 by voice vote.

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, June 17, 2025, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, CA.

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

Respectfully submitted:

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Eleanor Manzano, CMC  
City Clerk



Minutes  
Redondo Beach City Council  
Tuesday, June 17, 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: Waller, Castle, Kaluderovic, Obagi, Mayor Light

Councilmembers Absent: Behrendt

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Melissa Villa, Analyst/Liaison

**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**

Analyst Villa reported no eComments and no one on Zoom.

**F. RECESS TO CLOSED SESSION**

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

**Name of case:**

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

**F.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code**

**Section 54956.9(d)(1).**

**Name of case:**

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

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

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

**Name of case:**

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

**Case Number: 23STCP02189**

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

**Name of case:**

**In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC) Bankruptcy C.D. Cal.**

**Case Number: 2:23-ap-01163-ER**

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

**Name of case:**

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

**Case Number: 23TRCP00325**

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

**Name of case:**

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

**Case Number: 23STCV10146**

- F.7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The**

**Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).**

**Name of case:**

**New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach**

**Case Number: 22TRCP00203**

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

**Name of case:**

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

**Case Number: 23STCP00426**

- F.9. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).**

**Name of case:**

**AES Southland Development, LLC and AES Redondo Beach, LLC v. California Coastal Commission**

**Case Number: BS157789**

- F.10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.**

**AGENCY NEGOTIATOR:**

**Mike Witzansky, City Manager**

**Greg Kapovich, Waterfront & Economic Development Director**

**Brian Campbell, BC Urban**

**PROPERTY:**

**123 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)**

**NEGOTIATING PARTIES:**

**Integrative Peptides, LLC**

**UNDER NEGOTIATION:**

**Lease Status, Price, and Terms**

- F.11. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session**

is authorized by the Government Code Section 54956.8.

**AGENCY NEGOTIATOR:**

**Mike Witzansky, City Manager**

**Greg Kapovich, Waterfront & Economic Development Director Brian Campbell, BC Urban**

**PROPERTY: 160 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7503-029-902)**

**NEGOTIATING PARTIES: Jason Kolb, Scholb Premium Ales, Inc.**

**UNDER NEGOTIATION: Lease Status, Price, and Terms**

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

**AGENCY NEGOTIATOR:**

**Mike Witzansky, City Manager**

**Elizabeth Hause, Community Services Director**

**PROPERTY:**

**309 Esplanade, Redondo Beach, CA 90277**

**NEGOTIATING PARTIES:**

**Made by Meg - Meg Walker**

**UNDER NEGOTIATION:**

**Both Price and Terms**

- F.13. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).**

**Name of Case:**

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

**Case Number: 25TRCV01747**

Analyst Villa read titles to items that would be covered in Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Outside Legal Counsel Jon Welner and Abby O'Brient, W.E.D. Director Greg Kapovich, BC Urban Outside Real Estate Advisor Brian Campbell, Community Services Director Elizabeth Hause, Deputy Community Services Director Kelly Orta, Senior Deputy City Attorney Cristine Shin, and Human Resources Director Diane Strickfaden.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to recess to Closed Session.

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

**G. RECONVENE TO OPEN SESSION – 6:03 P.M.**

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

**H. ROLL CALL**

Councilmembers Present: Waller, Castle, Obagi, Behrendt, Mayor Light

Councilmembers Absent: Kaluderovic

Officials Present: Eleanor Manzano, City Clerk  
Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Laura Diaz, Deputy City Clerk/Records Mgmt.  
Coordinator

**I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

City Manager Witzansky reported, under Item F.13, the Council unanimously authorized the City Attorney to defend the City; for Items F.10 and F.11 they were joined by W.E.D. Manager Katherine Buck; for the record, Councilmember Behrendt was also present for Closed Session.

**J. ADJOURN TO REGULAR MEETING**

Motion by Councilmember Obagi, seconded by Councilmember Castle, to adjourn to the Regular Meeting at 6:03 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Kaluderovic 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 6:04 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

**B. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Officials Present: Eleanor Manzano, City Clerk  
Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Laura Diaz, Deputy City Clerk/Records Mgmt. Coordinator

### **C. SALUTE TO THE FLAG AND INVOCATION**

Mayor Light recognized any veterans and active-duty military for their service; invited up Benny to lead the salute to the flag and asked everyone to remain standing for a moment of silent invocation.

Benny, Senior at RUHS, led in the pledge of allegiance.

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

Mayor Light reported he had two presentations and proclamations.

#### **D.1. MAYOR'S PROCLAMATION OF JUNE 19, 2025 AS JUNETEENTH IN REDONDO BEACH**

Mayor Light invited Councilmember Castle to the podium with him; proclaimed June 19, 2025 as Juneteenth in Redondo Beach; asked Dr. Marcus "Goodie" Goodloe to join them at the podium; noted that Dr. Goodloe is a respected leadership development professional that has played a key role in strengthening the leadership of the City's Public Safety Department; mentioned he is an accomplished author and serve as an adjunct professor at Dallas Baptist University; spoke of the history of the holiday and reminded everyone what it symbolizes and represents; encouraged everyone to participate in the local events, support black owned businesses and engage in conversations that move everyone towards a greater understanding; stated on behalf of the City, he wanted to thank everyone who helped organize Juneteenth events throughout the community.

Dr. Goodloe asked, "What street do you live on?"; spoke of a confederate military leader name Richard Dick Dowling who, although honored in Houston, TX as a co-founder of the Houston City FD and had a street named after him, was a reminder to many African Americans of the inhumanity, hatred, and violence he promoted over his lifetime; mentioned Dowling Street was changed to Emancipation Street on June 17, 2017; felt honored to accept the proclamation on behalf of those who were committed to living in a nation where the color of their skin would not determine the street on which they could live on, as a reminder for us all to live considerate of the question, "What street do you

live on?”, spoke of the question shifting people’s focus to a concern about others, not of where they come from or what they have, and encourages people to be curious about the well being of others; quoted Dr. Martin Luther King, who said: “We fear each other because we don’t know each other” and spoke about intention in spending time with each other.

Councilmember Castle mentioned he was originally from Texas; spoke about his great grandmother’s history dating back to 1865 and reported she was there when the US Navy landed at Galveston, TX; reported she started an orphanage and a vocational school for former slaves and that her husband, Jeff Castle, founded many churches around the state of Texas; spoke of meeting Goodie and having a connection with the Friendship West church in Dallas and the connection to Juneteenth was very special for him; mentioned the Saturday celebrations of Juneteenth, Summer Reading, and the 30<sup>th</sup> Anniversary of the Library was great.

Mayor Light presented on behalf of the City Council and the people of Redondo Beach a Proclamation of Juneteenth to Dr. Goodloe.

**D.2. MAYOR’S COMMENDATION TO THE RUHS THEATER ARTS PROGRAM FOR THE AWARDS RECEIVED AT THE 16TH ANNUAL JRAY AWARDS SHOW**

Mayor Light announced commendation awards for RUHS students who entered their production of Hadestown Teen Edition into the prestigious John Raitt Awards for Youth (JRay’s competition); explained the process of applying and entering into the competition, noting that the JRay’s team evaluated 27 high school productions across LA, Orange, and Riverside counties; reported that the RUHS students received 21 nominations announced on May 4, 2025; mentioned several of the students applied for scholarships and that Benny Spangler was awarded one; explained Benny will attend a week long training program in NYC and will work directly with Broadway professionals; reported the JRay’s awards and ceremony took place on Saturday, May 24, 2025 at the San Gabriel Mission Playhouse; invited Melissa Staab to say a few words about her students and the program.

Melissa Staab spoke of the hard work the students endured in producing the show; spoke of how proud she was to work with all the students in the production; stated it is an exciting honor for all of them.

Mayor Light awarded Melissa Staab and all the student participants of the show commendations; the students provided the Mayor, Council, and attendees a short experience of their production.

Mayor Light continued Item D.2; stated Public Rules of Conduct have been posted all around City Hall, the Chambers, and on the podium; reported he had his first Olympic Committee Meeting to prepare for the Olympics and provide attractions Redondo Beach residents can take advantage of; presented a plaque to Quantimetrix, noted they have

been in Redondo Beach for 30 years; spoke of the Juneteenth and Anniversary of the Library celebrations.

Councilmember Castle thanked staff for the Juneteenth celebration; mentioned attending the second anniversary party of the Community Garden at Alta Visa over the weekend.

Councilmember Kaluderovic announced the City is putting on Shakespeare by the Sea performances this year and will be partnering with Michael's Café to provide some picnic boxes; stated the dates for those performances are July 25<sup>th</sup> and 26<sup>th</sup>.

Councilmember Obagi thanked staff, especially Library Director Dana Vinke, Jane Chung, the Fire Department and the Police Department for the Library and Juneteenth celebrations; reported that Councilmember Castle was not only the first black Councilmember for Redondo Beach, but he won by 75%.

Councilmember Waller stated he attended the Library and Juneteenth celebrations, and the Cruise at the Beach event; reminded everyone of the Riviera Village Summer Festival on June 27<sup>th</sup> through June 29<sup>th</sup>; thanked staff for the new speed table crosswalks at Alta Vista Park and in Riviera Village

#### **E. APPROVE ORDER OF AGENDA**

Mayor Light requested Council to move Item I to after P.1 and Item N.1 after J.

Motion by Councilmember Waller, seconded by Councilmember Castle, to move Item I to after P.1 and N.1 to after J.

Motion carried 5-0 by voice vote.

#### **F. AGENCY RECESS**

##### **F.1. SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY**

**CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR**

Motion by Councilmember Castle, seconded by Councilmember Waller, to move to the Special Meeting of the Redondo Beach Housing Authority.

Motion carried 5-0 by voice vote.

**RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:43 p.m.**

#### **ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Officials Present: Eleanor Manzano, City Clerk  
Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Laura Diaz, Deputy City Clerk/Records Mgmt. Coordinator

## **G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

City Clerk Manzano read titles to Blue Folder Items J.1, L.2, BRR #2A, BRR #13A, L.3, and N.1.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to receive and file the Blue Folder Items.

Motion carried 5-0 by voice vote.

## **H. CONSENT CALENDAR**

### **H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JUNE 17, 2025**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

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

**CONTACT: ELEANOR MANZANO, CITY CLERK**

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

**CONTACT: ELEANOR MANZANO, CITY CLERK**

### **H.4. PAYROLL DEMANDS CHECKS 30251-30270 IN THE AMOUNT OF \$22,224.78, PD. 6/6/25 DIRECT DEPOSIT 295884-296538 IN THE AMOUNT OF \$2,359,582.43, PD. 6/6/25 EFT/ACH \$9,310.73, PD. 5/23/25 (PP2511) EFT/ACH \$467,646.37, PD. 6/2/25 (PP2510) ACCOUNTS PAYABLE DEMANDS CHECKS 119869-120152 IN THE AMOUNT OF \$2,185,826.71 REPLACEMENT DEMANDS 119864-119868**

**CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR**

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

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

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

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

**CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR**

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

**CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR**

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

**CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR**

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

**CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR**

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

**CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR**

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

**CONTACT: JOY FORD, CITY ATTORNEY**

**CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR**

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

**CONTACT: ELEANOR MANZANO, CITY CLERK**

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

**CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

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

**CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

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

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

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

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

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

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

**H.12. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-039, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA LEASING CERTAIN PROPERTY TO OPEN LINES SPEECH AND COMMUNICATION, P.C. APPROVE A LEASE WITH OPEN LINES SPEECH AND COMMUNICATION, P.C. FOR THE PREMISES AT 105 W. TORRANCE BLVD., SUITE 200, FOR THE TERM JUNE 17, 2025 THROUGH JUNE 16, 2030**

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

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

**CONTACT:** MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

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

**CONTACT:** STEPHANIE MEYER, FINANCE DIRECTOR

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

**CONTACT:** JANE CHUNG, ASSISTANT TO THE CITY MANAGER

Councilmember Behrendt just wanted to comment that for H.15, he felt the Administrative Report and letter were very well done.

Motion by Councilmember Obagi, seconded by Councilmember Castle, to approve the order of the Consent Calendar from H.1 through H.15.

Mayor Light invited public comment.

City Clerk Manzano reported on one on Zoom and one neutral eComment.

Motion carried 5-0 by voice vote.

City Clerk Manzano read adopt by title only Resolution No. CC-2506-037, Resolution No. CC-2506-039, and Resolution No. CC-2506-041.

**I. EXCLUDED CONSENT CALENDAR ITEMS - None**

**J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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

Joan Irvine, District 1, stated she was there as Founder of Keep the Esplanade Beautiful (KEB); mentioned it was established in 2012; thanked Councilmember Waller for serving as Vice President for KEB for several years; thanked Jeff Ginsburg for serving as President, as he chose not to continue that role; announced Lisa Happee as the new President of KEB and provided her background and experience.

Lisa Happee-Cates stated she is honored to be there as the newly elected President of KEB; stated one of their core goals is community engagement and they have done it through their monthly First Saturday Sweeps, regular Facebook outreach, and by partnering with groups like RB School Board, Leadership Redondo, RBPD, Citizen 41 Class, BCHD and local scout troops; spoke of volunteers from the community regularly helping out; mentioned that KEB has never asked the City for money since they have been fortunate enough to have supporters; stated they are launching scholarships for RUHS and South High, formed a new marketing committee and plan to do more with the high school students to get them to be more environmentally aware; noted they have a couple of requests: 1) To be included in the LA28 Planning Committee, 2) ensure the \$100,000 from the John Parsons Public Art Foundation remains allocated for public art on the Esplanade, and 3) request that the Cultural Arts Commission issue an RFP for artists and designs as soon as possible so they will be in place for the major events; announced KEB will host their annual community mixer on October 22, 2025 at H.T. Grill and invited all to the event.

Mayor Light requested that budget requests be made in the budget deliberation.

Robin Garfield stated is the Vice President of the NRBBA, a 20-year resident and business owner, thanked Councilmember Waller, Marc Wiener, Dave Charobee, and Katherine Buck for attending their annual meeting; mentioned that their success has been due to the support of local businesses and the City; stated they were honored to present the award of Business of the Year for 2024-25 to Al Hamra Kabob Grill and Fahad Siddiqui (the owner) and Volunteer of the Year to Camron Routzari; spoke about the successes of their Dine Around Artesia event and noted they will have two dates this year: August 13<sup>th</sup> and September 10<sup>th</sup>; talked about the 42<sup>nd</sup> Annual Spring Fest; announced they would be having an AI Lunch and Learn event on Thursday; spoke about all their

past, present and future events that help empower and foster connections that make the City thrive.

Mickey Johnson, President of the NRBBA and 30 year resident, stated at their annual meeting last week, they announced their 5-year Strategic Plan for NRBBA; said it was the first time they have ever done that and they forwarded a copy to the City Council; read their mission statement: "A dynamic alliance of businesses, residents, and leaders working together to fuel economic vitality, champion innovation, and strengthen the cultural fabric of our community."; gave reasons for their 5-year plan: Metro Green Line extension, Mayor's Committee for the 2028 Olympics, South Bay Galleria Redevelopment, and the Artesia Public Art Program; noted there are 22,000 people within a half mile of Artesia Blvd and their Strategic Plan was set with the AACAP in mind; stated the NRBBA's goal is to help the City enhance place-making and support economic development and keep residents informed.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to receive and file Mark Nelson's documents.

Motion carried 5-0 by voice vote.

Mark Nelson referenced a mailer he received for the new design of the intersection across from Beach Cities on Prospect/Frontage; referred to the handout he provided and said there are some changes that he would like to highlight; mentioned he spoke about it at the Public Safety meeting the night before; explained the recommendations he felt would be better suited, which included a "Right Only" sign, instead of red reflector stickers to have a "Do Not Enter" sign, clear visibility at the bus stop by creating a red zone in front of it and noted there have been reports of child predators in the area, and red curbing everything inside of the intersection; noted that on the left of his submission is the proposal from Public Works and on the right is the counter proposal.

Mayor Light asked City Manager Witzansky to make sure the Public Works staff receives a copy of Mark Nelson's counter proposal.

Leo Montenegro, resident at 529 Prospect Avenue, spoke of his unhappiness with the work that is being done with the landscaping in their neighborhood; felt the authorities of the City need to be more responsible and do a better job; reported that all the residents on that street are very unhappy; mentioned the accident that knocked down the electrical pole and the other dangers that the neighborhood faces; asked the City to please do something.

Darryl Boyd, resident of 521 North Prospect Avenue, stated the residents of 500-600 North Prospect Avenue are "sitting ducks" due to cars going at dangerously fast speeds from the 4-way stop at Anita and Herondo, past Beryl Street and onto North Prospect Avenue; reported there is no safety barrier on the median in front of their homes and they need real solutions and real improvements; stated twice cars have run over that median and onto their street and a light pole was taken out with the car landing upside down and

the City has done nothing; felt the City has been negligent in protecting the residents from fatalities, excessive noise levels that cause anxiety and stress, situation that negatively impact their property values, and extreme traffic conditions; reported they have the data to prove the noise level is beyond excessive; spoke of the City taking down the dead 8-10 foot Oleanders that gave them privacy and noise deflection for over 30 years; mentioned he sent a PDF file to all of the Councilmembers and the Mayor with pictures and asked if anyone looked at them; asked why the residents were not consulted before removing the dead Oleanders and they are now forced to live without the barrier.

Holly Osborne, District 5 and 40-year resident, spoke about the Metro proposal to put an extension of the Green Line; noted Metro is completing the final EIR; asked the citizens of Redondo Beach to support the decision of Lawndale, Redondo, and Hawthorne City Councils to back the Hawthorne Blvd option and be ready to go to the meetings when Metro announces their meeting.

Georgette Gantner, District 2, stated she wanted to address the serious lack of decorum at the June 10, 2025, City Council meeting; felt the Council, Mayor, City Attorney, and City staff all deserve to be treated with the upmost respect; spoke of first amendment rights but felt the Council Chambers is a sacred space and there is never a place for profanity; stated no one should be subject to that level of inappropriate behavior and felt it could lead to dangerous circumstances; suggested rules of decorum be implemented immediately.

Mayor Light mentioned she may not have been there earlier, but they have posted rules of conduct.

Laura Duke wanted to remind everyone that this is the last weekend of the art show being held at the Redondo Pier; noted the art is inspired by poetry and the Friends of Redondo Beach Arts is hosting the event; mentioned there are five different galleries including immersive installations, interactive work, oils on canvas, lithographs, and a giant steel horse; felt art is calming and is needed at this time; gave details on where to find the event at the Pier; brought cards with the information to submit.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to receive and file the information cards brought by Laura Duke.

Motion carried 5-0 by voice vote.

Barnard DuBois came to speak about the 500 and 600 block of Prospect Avenue; voiced concerns over the safety of cars coming off of Prospect and the possibility of them rolling down and hitting objects or people; spoke about the size of the trees that were planted and did not feel they would protect the neighborhood from cars; stated the design proposed for the one-way street takes away parking in front of his house; suggested a 6 foot wall or guardrail from 605 to 515 as a solution.

Councilmember Kaluderovic asked if he said the plan submitted eliminates parking near

his home.

Barnard DuBois stated yes, it is in front of his house.

Mayor Light reported they are beyond the 30 minutes allowed for this section and closed the Public Comments on Non-Agenda Items.

## **K. EX PARTE COMMUNICATIONS**

Councilmember Waller reported he spoke to the Mayor, the City Manager, and the City Attorney about the budget; stated he also inadvertently saw Councilmember Obagi's Google Doc, which was updated since the last meeting but did not influence his decisions for tonight's budget.

Councilmember Castle reported speaking to the City Manager and the Mayor on the budget and Elizabeth Hause on the service grant.

Councilmember Kaluderovic reported speaking to the Mayor, staff and the public on L.2 and L.3.

Councilmember Obagi reported speaking to the Mayor, Councilmember Behrendt, staff and the public on L.2 and L.3.

Councilmember Behrendt reported speaking to the Mayor and City staff on L.1 and to the Mayor, Councilmember Obagi and City staff on L.2 and L.3.

Mayor Light reported speaking to the City Manager on L.1, and the City Manager, all the Councilmembers on L.2 and L.3, and on L.2 he spoke to the Finance Director, W.E.D. Director, Community Development Director and City Attorney staff.

## **L. PUBLIC HEARINGS**

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

#### **PUBLIC HEARING PROCEDURE:**

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

**CONTACT:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Motion by Councilmember Waller, seconded by Councilmember Castle, to open the public hearing on L.1.

Motion carried 5-0 by voice vote.

Community Services Director Hause stated Kelly Orta, Deputy Community Services Director leads all of the City's CDBG grant management; mentioned they have a presentation on the Draft Fiscal Year 2025-2026 Community Development Block Grant Annual Action Plan.

Deputy Director Orta stated this is the required annual reporting that they must do as a receiving body for community development block grants or CDBG; explained that the Annual Action Plan is the City's roadmap of how they plan to allocate the funding that they get from CDBG; noted it is all tied back to their 5-year Consolidated Plan that Council approved in May of this year for 2025 to 2030; stated that this year's Annual Action Plan goals and allocations are consistent with the goals that were stated in the Consolidated Plan; noted that for the upcoming fiscal year they expect to receive \$295,609 from HUD; showed a slide on the History of CDBG Funding (2010 to 2024) and noted the fluctuations to their funding allocations for a number of years; stated they are on an upward trajectory within the past three years and are in good standing with HUD; showed a slide for their Proposed Budget featuring a pie chart with a breakdown of their basic funding areas; reported that \$152,147 goes to Public Facilities (the largest amount), second largest amount of \$59,121 goes to Administration and Fair Housing, \$44,341 goes to Public Service Agencies and \$44,000 goes to the MA/ER Program (Mobility Access and Emergency Repair Program); noted that the homeowner needs to qualify for the MA/ER Program and can get up to \$7,000 for home improvements for either mobility issues or emergency repairs; provided the next slide titled Proposed Public Service Agencies Funding with the providers broken down and said this is where they need guidance from the City Council; the breakdown was as follows:

- St. Paul's Methodist Church – Project: NEEDS: \$10,864 – provide hot meals and a food pantry for the homeless
- Disability Community Resource Center: \$7,538 – provide training and support for low-income seniors and those with disabilities
- 1736 Family Crisis Center: \$10,864 – provides services for domestic violence victims
- Harbor Interfaith Services: \$7,538 – provides homeless services
- Venice Family Clinic: \$7,538 – provide services for mental health and trauma victims

Deputy Director Orta moved onto a slide with the timeline needed in order for the Annual Action to be approved; stated there is a 30-day public review period that was publicly noticed and is currently going on from June 12<sup>th</sup> through July 12<sup>th</sup>; reported today is the first public hearing, which is just to introduce the item and provide any feedback; noted they will come back on July 15<sup>th</sup> for the second public hearing for Council to formally adopt the Annual Action Plan which would give them plenty of time to submit to HUD; stated, for tonight, they are asking for feedback on the item and to continue the public hearing to July 15<sup>th</sup> where they will hopefully adopt the proposed plan.

Mayor Light asked where they came up with the amounts for the Proposed Public Service Agencies Funding.

Deputy Director Orta provided some explanation and stated it is a combination of the request from the agency and then how they feel the City can best allocate the funding fairly across all the different organizations.

More discussion followed.

City Clerk Manzano reported no one online and no eComments.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to continue the public hearing to July 15, 2025.

Motion carried 5-0 by voice vote.

**L.2. CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025-26 PROPOSED BUDGET, 2025-2030 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND ASSOCIATED BUDGET RESPONSE REPORTS ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-042, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2025-26**

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

**CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR**

Mayor Light explained this is the continued public hearing to consider the Budget and the Capital Improvement Plan and the associated BRRs.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to reopen the public hearing.

Motion carried 5-0 by voice vote.

City Manager Witzansky stated the goal this evening is to consider adoption of the Proposed 25/26 Fiscal Year Budget and Capital Improvement Plan; reported this is the fourth discussion on the budget, per the calendar; provided a PowerPoint presentation; stated the City has roughly \$43,000 unallocated in the Proposed Budget that Council can take action on; noted that the additional payments and funding sources seen include a transfer of \$3.5 million from the City's pension reserve account to cover various expenditures in the proposed FY; showed a slide of the CIP Summary, which included

roughly \$94 million of total funding and \$30 million of that is new money; reported that the majority of the new money was acquired through grants; spoke of the hard work the Public Works team does in order to keep a continual flow of money from outside sources; reported in 2024-25, the City completed about 22 projects, designed and awarded another 17 and are estimated to spend a little over \$18 million in the next FY; the next slide featured Decision Packages overview and highlights; stated there are 52 DPs and they improve the City's structural budget position at about \$340,000; noted they do have one-time items allocated to cover various needs and gaps in service; stated they have 18 DPs that address enterprise fund spending; spoke of new positions in the organization having either third-party funding to support them, are offset by a reorganization of existing positions and generally have a slight impact to the GF budget with one exception, which is the allocation of additional resources in the Tidelands Fund for the Captain position; noted that position was trialed and piloted last year and is being proposed for addition to the City's core budget; reviewed the one-time initiatives including crossing guards, employee wellness, ongoing technology costs and tree trimming; spoke of improvements to the Community Development building plan check process and using a third party operator to supplement existing operations; reported 59 total BRRs; asked Council to include the BRRs listed as #1 and #1A. which he explained is improving and formally codifying formatting change to the Proposed Budget document that were caught after it was delivered; reported a new BRR 2, which they refer to as 2A and reflects the Budget & Finance Commission's recommendation from their review of the budget last Thursday; noted there was a spreadsheet formatting concern with the original BRR 13 that was updated through BRR #13A; showed a slide of Recommended Actions:

- 1) Re-open Public Hearing
- 2) Take Public Comment
- 3) Adopt the FY 2025-26 Budget and Five-year Capital Improvement Program including BRR #1 and #1A

City Manager Witzansky mentioned Council can include other things in their motion but any item that differs in the Proposed Budget on a fee basis is something that they must capture in the subsequent item associated with the City's Master Fee Schedule consideration.

Councilmember Obagi mentioned the Mayor had requested \$50,000 for marketing for the Olympics and FIFA; asked the Mayor what the Olympic subcommittee plans to do with the money.

Mayor Light said it is a placeholder, they have only had one meeting so far but determined they need to start a marketing campaign to attract Olympic teams from other nationalities to use the City's facilities to practice or to stage events; mentioned Culver City has already started to do this; noted they would need to use some towards advertising.

Councilmember Behrendt mentioned speaking with the Mayor about it and felt he would be judicious with the money; stated it is for the purpose of generating interest in their City in connection with the Olympics and thought it would be a good opportunity.

Mayor Light noted that two of the Councils are on the commission and they will report back if they plan to spend any of the money.

Councilmember Obagi referenced a public comment in regards to the art on the Esplanade; mentioned the City has about \$100,000 set aside from the John Parsons Fund for art on the Esplanade; asked the City Manager where they are in terms of advancing the funds for it and can they use the consultant that the City just contracted for the Artesia Blvd project to help determine what should go on the Esplanade.

City Manager Witzansky did not think the funds had been advanced and that the project is still in pre-concept, pre-design stage; mentioned the Public Art Commission has been focused on the Artesia Project; to answer Councilmember Obagi's question, he said the consultant could, for a fee, assist with the Esplanade but they would also need to amend the agreement; warned that they need to be careful and take one step at a time and get projects done before starting on new ones.

Councilmember Obagi asked where the City was on the Gate Wave.

City Manager Witzansky felt the underground utility concerns had been resolved, they have identified a spot within the grass turf area that will allow for full scale art installation, and now they are just waiting for the artist's availability.

Councilmember Kaluderovic stated she gave her budget motion to the City Finance Director and passed out a copy to the rest of the Council.

Motion by Councilmember Waller, seconded by Councilmember Castle, to receive and file the budget motion from Councilmember Kaluderovic.

Motion carried 5-0 by voice vote.

Councilmember Kaluderovic started with the money taken from the PERS unfunded accrued liability reserve in the amount of proposed \$3.5 million and noted the City's payment, this year, is \$4.3 million; questioned the City taking \$3.5 million from the reserve.

City Manager Witzansky responded yes, that is correct, and currently, the estimate for the next 2026-27 FY payment is also roughly \$4.3 million; noted that number will most likely not be correct and they will find that out in late July or early August.

Councilmember Kaluderovic referenced the City Manager Witzansky's earlier summary; noted that the delta is \$2.5 million and sits somewhere in the City's expenses.

City Manager Witzansky reported it sits in the City's UAL.

More discussion ensued regarding the City's expenses being higher than expected and the ability of the City to absorb more of that payment in the ensuing FY.

Councilmember Kaluderovic stated her proposed budget took that into consideration and she is reluctant to add any ongoing expenses that the City cannot cover.

City Manager Witzansky stated if at the end of the current 24/25 FY there are some savings, they will recommend it goes back into the reserve account.

Councilmember Kaluderovic stated they need to keep in mind they need to save for other things; mentioned part of her motion is that the City absorbs things that were previously funded by grants from Beach Cities and are no longer funded such as EMS training and equipment, the domestic violence program, truck routes, and many others; noted the first part to her motion was to reject DP 14, tree trimming; stated the residents don't understand the financial strain the City is in; wanted to clarify if the radios for the vehicles in DP17 could be purchased at a later time.

City Manager Witzansky stated it could technically be delayed.

Councilmember Kaluderovic continued with her proposed motion; asked that the City hold off on new positions until they have the number for their expected UAL payment for next year and they have a clear understanding of their financial outlook for next year; added with that she is asking to hold off on DP 12, which is paramedic school for the firefighters, since once they go through the school they would be hired as paramedics; wanted to hold off on positions for Harbor Master Captain, Social Media hire, the MSO supervisor, and the Community Services Senior Analyst; wanted to add to the City's core budget, instead of as one-time, DP 15, 25, and 43; amended DP 2 to increase to \$2.25 per hour, change DP 9 similar to Councilmembers Obagi and Behrendt; spoke about DP 10 operating at a loss to outsource.

City Manager Witzansky spoke on DP 10 and explained their reasons for it.

Councilmember Kaluderovic spoke about the senior lunch program and felt they should be able to change it to a net zero for the City.

Discussion followed regarding the cost and incrementally increasing over time.

Councilmember Kaluderovic spoke of DP 45 being a great opportunity for the City; proposed the annual parking fee be increased by \$50 this year and another \$50 the following year; compared their parking fees to Hermosa and Manhattan and stated they are under both; stated she proposed a Signature Events amendments to create a structured tier system; mentioned BRR 49 and wanted to add the Inglewood and 182<sup>nd</sup> intersection as an unfunded CIP; supported the preferential parking zone permit; wanted the residents from Prospect that came to speak to know they are being heard and a lot of things are currently in processes for that area; reported that the crossing guards were fully funded in DP 24; named a few other BRRs that were approved and continued down her list.

City Manager Witzansky added more explanation regarding FD equipment life cycles.

Councilmember Kaluderovic mentioned they need to have more discussion on other revenue generating opportunities; mentioned the confusion regarding overtime and how it is budgeted and reported.

More discussion followed with City Manager Witzansky going into more detail and stated he could have a greater conversation about that at a later date.

Councilmember Kaluderovic mentioned making a future BRR for replacement of PP and E for the FD.

Mayor Light strongly opposed the removal of the Harbor Master and mentioned the positives Captain Mahoney has already brought to the Harbor; listed out the added demands that have been put upon the Waterfront; reported the Harbor enterprise is the only enterprise in the City that has funded itself while still providing positive revenue to the General Fund.

City Manager Witzansky added, if you look at the data, the Waterfront is the City's chief economic engine currently.

Mayor Light continued to list out reasons why the addition of the Harbor Master should not be removed; stated he is dead set against the removal of that position; supported the tiered Signature Events and noted the way the BRR was structured was useful.

Councilmember Behrendt thanked Councilmember Kaluderovic for the work she put into the budget motion; voiced his concerns in rejecting the tree trimming budget, felt that the residents will not understand that the City cannot trim the trees but want them to pay for EMS fees, parking fees, etc. plus the safety issues involved in not taking care of that for residents; gave his thoughts on the radios for the FD vehicles, paramedic school, Harbor Master, social media full-time position, and the MSO supervisor position and felt none of those should be removed; felt there is flexibility in some of the other positions mentioned.

City Manager Witzansky added some points to the topic of positions and noted they can be flexible with some if the circumstances become dire.

Councilmember Behrendt continued down the list of items on Councilmember Kaluderovic's motion and gave his input.

City Manager Witzansky provided input regarding the service delivery for the Community Development in regard to building permits and plan checks.

More discussion followed regarding the implementation of the contract for the plan checker, the impact of not approving permits in a timely manner or plans for businesses to open and weighing the cost to benefit of contracting out the work.

Councilmember Behrendt felt the Senior Lunch Program was a great program for seniors and was reluctant to agree to raising the fees, felt the pickleball tournament would be

great, touched upon the parking permit fees.

More discussion followed regarding parking permit fees and meter fees.

Councilmember Behrendt felt the addition of Inglewood and 182<sup>nd</sup> to the unfunded CIP list was a good idea; continued to give feedback on Councilmember Kaluderovic's budget motion.

Discussion regarding tree trimming ensued.

Community Development Director Winje spoke regarding the tree trimming contract and gave more explanation; mentioned there could be potential dangers and notable aesthetic impacts to the City's streets without tree trimming.

Councilmember Behrendt continued down the list and asked for some clarifications from Councilmember Kaluderovic.

Councilmember Obagi opined that referrals in the budget don't have any impact and noted the City Manager doesn't listen to them when done in that manner; felt it is better to make referrals in the Strategic Plan or make them at the end of the meeting.

City Manager Witzansky agreed that he prefers them to be made in the Strategic Plan but understood that some discussion about items is needed.

More discussion followed regarding referrals and the Strategic Plan.

Councilmember Behrendt spoke about the short term rentals and felt Redondo Beach is not a community that wants the situations short term rentals would bring; mentioned sales and use tax is a sensitive subject and he wouldn't want to burden the residents with more; suggested that the School District put in another \$100,000 this FY, mentioned the SD has a \$2.5 million unallocated reserve fund and focused on public safety for the bond measure; asked the City Manager to communicate that to the SD.

City Manager Witzansky referenced the meeting last week where the Council approved the item to proceed with the tweak to the SRO contract; noted they have not yet communicated that amendment adjustment yet or the change in term and can add that request to increase the amount from \$100,000 to \$200,000 for the next FY.

Councilmember Castle added that when the City first implemented that program with the first officer, the cost was approximately \$200,000 and the SD paid half of that; recommended they ask the SD to pay for one officer since they have two fully staffed officers there; stated sharing that expense was the original spirit of the program.

Mayor Light thanked Councilmember Kaluderovic for putting everything down in detail; invited any other comments from the other Councilmembers; suggested, after they hear from the public, Councilmembers Obagi and Behrendt go backstage and put together a

recommendation based on all the feedback so they can vote on it.

Councilmember Waller spoke about residents really caring about tree trimming; stated that he hears about all tree matters from his district and is hesitant to cut the tree trimming budget; mentioned he is neutral on the radios if it does not impact the General Fund and ambivalent on the paramedic school; agreed with the Mayor on the Harbor Master; noted that Redondo Beach can use the revenue from parking citations and the MSO Supervisor would help with that situation; felt the Social Media position would be revenue generating by bringing more attention to Redondo Beach; felt they could hold off on the Community Services Analyst; went through some of the DPs and gave his thoughts on whether to modify them or not; felt on increases that smaller increases would be his preference instead of trying to pull back if they do too much; voiced that he would like to see money go towards the inclement weather for the unhoused; felt the banner hardware is a good investment into the community; supported BRR 40 since it is ongoing revenue; agreed that the intent for the SRO contract was for the SD to pay 50%; agreed with holding off on the Economic Development staff member at this time (BRR 34).

Councilmember Castle deferred tree trimming to those Councilmembers whose districts it affects; mentioned speaking to the boaters at the King Harbor Yacht Club and the Port Royal Yacht Club and they really love having the Harbor Master there in addition to the Fire staff; stated the fees they have decided to start charging will offset the cost of the Harbor Master and probably generate more; spoke about the construction projects in the Harbor and the future business it will bring to that area; mentioned the Community Service Senior Analyst will be covered by grant funds so he is fine with that; spoke of the events coming up such as the Olympics and the World Cup and felt the social media position will be instrumental and in time will pay for itself; asked if Chief Hoffman could expand on the need for DP #25 and DP #43 regarding the Domestic Violence Advocacy Program.

Chief Hoffman mentioned the program has been in place for a long time and the funding requested is for the coordinator position; noted it was funded by a grant from BCHD, but the City is no longer receiving those grant funds, and the coordinator position is integral to the whole program.

Councilmember Castle asked Chief Hoffman to expand on the Public Safety Wellness Program and how it helps with the recruiting and overall, well-being.

Chief Hoffman explained that, in the past, Public Safety took a reactive approach to mental health and physical wellness and they are trying to change that thinking and be more proactive; stated they would like to create a positive culture within the department and invest in the wellness of their people which would result in a mentally and physically healthy staff; noted that the best marketing would be their own employees speaking highly of their job and organization.

Councilmember Castle asked the City Manager if he has seen an increase since they started charging for parking at the Harbor, specifically Mole D.

City Manager Witzansky said he is hopeful with increased enforcement and participation in the Waterfront that they will see an increase and said that is why he is recommending the MSO and supervisory support there; stated they did not adjust their parking estimates specifically to the Mole D change but where they will see the benefit is the reduced expenditure associated with the parking meter attendance since that is not Pay-By-Station.

Councilmember Castle mentioned the lost of revenue from free parking during the holidays; noted that now the problem is lack of parking at the Riviera Village and could they recover the \$35,000 in lost revenue by eliminating the free parking during the holidays.

City Manager Witzansky stated yes, they could recover that loss if they eliminated that one week of free parking.

Councilmember Waller mentioned the RVA merchants would be very annoyed to lose the one week since they were upset when it was reduced from a month of free parking.

More discussion followed regarding parking complaints and loss of revenue, the proposed budget vs the alternative proposed budget.

City Manager Witzansky wanted to make clear, the budget included the current level of subsidy, any adjustment to the previous amounts is either positive or negative to the budget on a bottom-line basis.

Councilmember Obagi thanked Councilmember Kaluderovic for preparing her budget motion; felt her underlying concern is the economic uncertainty of the world; mentioned the President has both house of Congress and regardless of what anyone thinks of the President, no President wants to lose that power or control and he must bring the economy to a soft landing by the midterm elections; stated that is his disposition.

Discussion ensued regarding the reserves for CalPERS, CalPERS investment outcomes, and how they affect the UAL number.

Councilmember Obagi noted he became a Councilmember right after Covid when there was similar uncertainty; agreed with everything Councilmember Behrendt said, especially with regard to adding ongoing expenses to the City's core budget; stated he is fine vacating projects they have funded if the City falls on hard times and need to restore those funds back to the General Fund; reviewed more of Councilmember Kaluderovic's motion and asked for a few clarifications; spoke of the Harbor Master position and felt the morale of Station 3 has been very good since the Harbor Master has been in place.

City Manager Witzansky noted that the Harbor Commission is also very much in support of the recommended and proposed DP for the Harbor Master.

Councilmember Obagi referenced the radios for the new Fire Department vehicles and

said they come from the Emergency Communications Fund and that is what it is for.

Councilmember Kaluderovic clarified that her motion is to just delay the purchase of the radios since the trucks will not be purchased for about two or three years.

Councilmember Obagi felt, considering the Fire Chief's statement about the percentage, that the paramedic school is needed; spoke about the senior lunch program and the need to keep the lunches at \$4 but it also helps promote other Community Services programs.

Mayor Light invited public comment.

Lee Coller, District 3 and Harbor Commissioner, spoke in support of the Harbor Master position; mentioned he is a long-time parking permit user and felt it is worth the purchase unless it goes up to \$225 to \$275; noted at some point the residents will hit a cost where no one will purchase them.

Mickey Johnson stated regarding the Signature Events, the NRBBA is happy with the way it is going and support it; reported they are retracting their request for holiday lighting for Artesia Blvd due to the bad budget year; asked that the City does consider the full Banner Program that they can change out 4-5 times a year; felt that it is really important to start the AACAP moving forward.

Councilmember Obagi asked if the \$63,545 was sufficient for the full Banner Program.

Robin Garfield responded yes to Councilmember Obagi's question; wanted to reiterate what Mickey Johnson said about the City's decision to reduce the Signature Event fees.

Mark Nelson wanted to thank Darryl Boyd for the project he advocated; stated he would be happy to provide testimony and exhibits to support BRR 3 for the sole purpose of keeping it in the CIP for another year; spoke about BRR 22 having no funding associated with it; reported he owns one of the two homes in the intersection that will be red curbed and stated most intersections do not allow for parking inside the intersection anyways; mentioned the incident where Ciara Smith was killed at Knob Hill and PCH because of bad construction on the disabled ramp and does not want that to happen again; spoke of the situations that could be dangerous near Parras and Bruce and Beach Cites; felt if the area needs to give up a couple of parking spots and red curbs and other things to get a functional intersection then that is what needs to be done; thanked Councilmember Kaluderovic.

Mark Hansen requested to make a submission.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to receive and file Mark Hansen's submission.

Motion carried 5-0 by voice vote.

Mark Hansen mentioned he is representing the Chamber tonight and the rest of the Chamber leadership are getting ready for the State of the City for tomorrow morning; spoke of the entrant fees and shortening the 10K to a 5K and asked if the City could find more wiggle room on the fees; asked that Council does not forget about the Olympics; noted he is on the committee and will be meeting with marketing people tomorrow and will need funding; spoke about the math needing to be fixed on regarding the CIP on Mole B since they did not end up hiring Hirsch & Associates; mentioned the boat parade and possible barricades; stated he supported putting the Economic Development Director position on hold.

Joan Irvine stated the City would not be in this situation if they had CenterCal that would have brought in \$400 million to fix up the City's pier on the Waterfront and felt it would have brought in \$2 to \$3 million a year in taxes; added that businesses do not want to come into Redondo Beach because it is so difficult to come in; felt the situation the City is in is sad; felt pickleball tournaments and cannabis dispensaries would bring in a lot of revenue; mentioned there is \$100,000 in the John Parsons Public Art Fund and asked that the City move forward in making the Esplanade more attractive.

Mayor Light clarified that the City's own analysis on the CenterCal Project showed a negative cash flow for 16 to 23 years until it became cash flow negative.

Georgette Gantner, District 2, suggested instead of increasing parking permits that the City should increase the fines for people who exceed the limits on parking meters; wondered, if they do increase the parking permits and see more business, revenue and tax base increases, if the City would decrease the fee at some point; referenced Councilmember Obagi's statement about LeBasse Projects helping with the Esplanade project and stated the people that should be helping with the Esplanade project are the Cultural Art Commission; recommended the City use succulents for landscaping; asked if the rules that the City posted are online.

Mayor Light stated not at this time, and they are revamping the Rules of Conduct for the whole Council; mentioned that the Bluffs are dictated by the Fish and Wildlife and it's a Blue Butterfly Habitat, so specific habitat is required there.

Darryl Boyd (via Zoom), 500 – 600 North Prospect, continued where he left off earlier; spoke of the small three to four foot high twigs that will take many years to grow and that the residents are forced to live with zero safety, privacy, and sound barrier; noted that about 125 of the 200 have been planted and asked where are the rest; stated that the concrete manhole platform directly in front of his house was skipped and reported sending the Council a picture of it in a PDF the week before; described it as a wide open gaping hole, staring straight into his property and there are two more in front of 529 and 603 and asked why they were skipped; asked why the residents were not asked for input and who is making the decisions; noted that the City has not deferred maintenance at the 500 and 600 block of North Prospect but has ignore maintenance and upgrades to the street for decades; stated they have lived under unsafe and unbearable conditions and ignored while the City's pet projects are prioritized over them; stated that according to

Councilmember Kaluderovic there is \$200,000 plus in the budget for that median and he has asked about it and received no response; noted they only need \$50,000 to \$100,000 to do the things the right way, which includes a safety and sound barrier; urged the City to do better.

Nancy Skiba recommended keeping the week of free parking during Christmas but doing it the week before Christmas when people are shopping and going out to eat.

City Clerk Manzano reported no more online and three eComments.

Councilmember Obagi asked Councilmember Waller if he preferred to change the week of the holiday parking at the Riviera Village.

Councilmember Waller said yes and would prefer the 14<sup>th</sup> through the 20<sup>th</sup>.

More discussion followed.

Councilmember Obagi reported the data on the parking permit fee showed that there is elasticity of demand and the City has already lost 10% by moving from \$110 to \$175; asked Council if they would be open to moving it up to \$195 this year, noting that would be the roof for a while.

Some discussion followed.

Councilmember Obagi put up 2B and reviewed his and Councilmember Behrendt's amended budget motion based on discussion, comments made, and Councilmember Kaluderovic's budget motion; some highlights noted:

- DP #2 – increase of .25 cents next year
- DP #9 – same as Councilmember Kaluderovic
- DP #45 - allocating subdivision trust funds for the Perry Park fence, \$71,866
- Adding same funds for Pickleball Aviation
- BRR 25 – fencing on Grant Avenue - \$45,800
- BRR 29 – Comcate and Access Redondo upgrade
- BRR 35 – pursue grant funding for sensory rooms at the libraries
- BRR 36 – update the City logo on King Harbor gateway signage
- Implement the EMS 911 Response Fee and Harbor Master Fee Schedule
- BRR 38 – flag replacement at International Boardwalk, \$10,000
- Ongoing expense for meters at Herondo
- Increase revenue from the meters at Herondo
- Artesia and Harbor banners per the NRBBA's requests - \$63,545
- Riviera Village banner hardware - \$41,000
- DP 45 – Annual pickleball tournament
- Overtime for Public Works
- Tree trimming and BRR 36
- Seaside Lagoon fees
- Recreation Coordinator

- BRR 24 unfunded CIP
- Add Inglewood and 182<sup>nd</sup> intersection improvement
- BRR 57 increase parking permit

More discussion followed regarding parking permit fees.

- BRR 33, BRR 27, BRR 30 mentioned
- Adopt Councilmember Kaluderovic’s proposed Signature Event subsidies
- General Fund balance at about \$75,120

Councilmember Kaluderovic asked Director Hause related to the BRR 27, Perry Park Teen Center Amenities if what is being proposed is adding an additional \$24,000 but currently the budget has \$58,000?

Director Hause said they have the funds to help furnish the space, make it modular, and address the basics of what the teens have asked for and the \$14,000 covers their “dream list”.

Councilmember Kaluderovic and Councilmember Obagi discussed BRR 25 regarding the Grant Ave fencing.

Discussion followed regarding the Domestic Violence ongoing expense.

Councilmember Waller asked about BRR 11, the Metro GoPass.

Discussion followed that it is in the Strategic Plan and the only potential impact would be if the SD opted in.

Mayor Light asked the City Manager for his thoughts.

City Manager Witzansky stated the motion actually improves the structural budget on a conservative basis by about a half a million dollars on an annualized basis going forward once fees are fully implemented; felt comfortable with the motion as long as his financial staff is confident in it.

Motion by Councilmember Waller, seconded by Councilmember Behrendt, to recess for 5 minutes to allow the City Manager and staff to review the numbers.

Motion carried 5-0 by voice vote.

**RECONVENE FROM RECESS – 10:22 p.m.**

**Roll Call**

Councilmembers Present: Waller, Castle, Kaluderovic, Behrendt, Mayor Light, Obagi (arrived at 10:23 p.m.)

Councilmembers Absent: None

Officials Present: Eleanor Manzano, City Clerk  
Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Stephanie Meyer, Finance Director  
Erin Smith, Analyst

City Manager Witzansky stated everything tracked as it pertained to the General Fund and they noted that some of the additional fee increases reflected in the motion did not result in updated estimates; stated they are comfortable with the unallocated fund balance figure at the tail end of the motion.

Councilmember Behrendt seconded the motion.

Councilmember Kaluderovic referenced BRR 22 for Prospect and wanted to clarify that Public Works Commission is reviewing the changes that have been proposed, and those changes regarding direction and traffic calming are all fully funded as of now.

City Manager Witzansky said yes, the proposed modifications to striping and some of the delineation that is being considered are all fundable through the Traffic Calming Project account that exists today.

Councilmember Kaluderovic referenced a comment made earlier regarding a specific allocated amount for the particular section of improvement along Prospect in the median and asked if those were general funds and not specific to Prospect area.

City Manager Witzansky said correct, the City is using funding out of the Maintenance and Operations budget.

Motion by Councilmember Waller, seconded by Councilmember Castle, to close the public hearing on L.2.

Motion carried 5-0 by voice vote.

Councilmember Kaluderovic thanked Councilmember Waller for bringing up BRR 40 on Herondo and said she fully supports it; noted she also supports the Quimby investment allocated for the Perry Park fencing and pickleball; wanted to reiterate and clear up she sees value in all the positions that she marked and none were targeted.

Mayor Light called the vote on the budget motion by Councilmember Obagi and Councilmember Behrendt

City Clerk Manzano asked if they could include to receive and file budget response reports and the resolution.

Amended motion by Councilmember Obagi, seconded by Councilmember Behrendt, to amend the motion to receive and file the budget response reports and the resolution.

Roll Call Vote:

Ayes: Waller, Castle, Kaluderovic, Obagi, Behrendt  
Noes: None  
Abstain: None

Motion carried 5-0.

City Clerk Manzano read adopt by title on Resolution No. CC-2506-042.

Mayor Light thanked City staff, Councilmembers Obagi and Kaluderovic for all their hard work.

City Manager Witzansky thanked Finance Director Meyer and Analyst Smith for all their work as well.

**L.3. PUBLIC HEARING TO CONSIDER PROPOSED USER FEE AMENDMENTS FOR THE COMMUNITY DEVELOPMENT; COMMUNITY SERVICES; POLICE; AND PUBLIC WORKS DEPARTMENTS**

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

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

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

**ADOPT BY TITLE ONLY RESOLUTION NO. CC-2506-044, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE COMMUNITY SERVICES DEPARTMENT USER FEES**

**PROCEDURES:**

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

**CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR**

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to open the public hearing for L.3.

Motion carried 5-0 by voice vote.

City Manager Witzansky stated their recommendation is to consider the proposed resolutions and their exhibits, which are the Master Fee Schedules; stated they have a few modifications based on the final motion;

- 1) Adjusting the annual parking permit fee from \$175 to \$195
- 2) Preferential parking fee to \$35 Non-coastal and \$50 Coastal
- 3) 3% RBPAC maintenance surcharge fee
- 4) \$1 increase to the Seaside Lagoon fee

City Clerk Manzano reported no eComments and no one on Zoom.

Motion by Councilmember Castle, seconded by Councilmember Waller, to close the public hearing.

Motion carried 5-0 by voice vote.

Motion by Councilmember Castle, seconded by Councilmember Waller, to approve with the changes discussed.

Motion carried 5-0 by voice vote.

City Clerk Manzano read adopt by title only Resolution No. CC-2506-045, Resolution No. CC-4506-043, Resolution No. CC-4506-046, and Resolution No. CC-2506-044.

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

**N. ITEMS FOR DISCUSSION PRIOR TO ACTION**

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

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

**CONTACT: PATRICK BUTLER, FIRE CHIEF**

Mayor Light noted they moved Item N.1 to after J in the Order of the Agenda.

Fire Chief Butler spoke about the EMS User Fee that the City is looking to implement in the Fire Department; reported that the Rbfd responds to about 7,000 emergency medical incidents a year and that state law allows them to charge a user fee; clarified that a user fee is designed to charge the fee to those people that use the service and explained the difference between that and a fire response, which is normally covered by property taxes; noted the escalation of need for EMS for the fire responses and that several cities in the area charge the user fee; mentioned it varies from \$200 to \$600 and would offset a lot of the costs the FD incurs because of the equipment and service needed when EMS is required; stated by adopting a user fee it will fairly charge the people that use the service and unburdens the General Fund and taxpayers; noted there is a process to follow and Wittman Enterprises is a well-known EMS billing company that they would use; reported they would come back on July 15<sup>th</sup> with the final contract; stated he is in support of the implementation of the user fee and gave some brief information on payment processing and state law.

City Manager Witzansky added that Chief Butler put together a FAQ sheet that was circulated via the Blue Folder; stated it would be a two-step process and, based on Council's decision tonight, they would come back with a final contract on July 15<sup>th</sup>; noted it is critical to the Council's conversation in advance of their budget because it has been discussed in the proposed motion by Councilmembers Behrendt and Obagi, which includes revenues generated from this implementation.

Chief Butler stated the company has given the City more favorable terms with the first year being \$15 per account they open and the contract can be terminated at any time; felt \$313 is a fair fee to charge for it.

More discussion followed.

City Manager Witzansky noted the implementation was approved in 2010 for \$100 for the service but no approach was taken to create a policy for collection services or billing; stated in 2023, as part of a motion, the fee was increased to \$313 but due to unique circumstances it is being presented at this meeting.

Mayor Light noted he was against the fee at first because he was concerned people would be scared to call due to the charges; realized that most people would be okay with the \$313 fee and also insurance may pay for it; noted that the facilities that care for the elderly do charge the residents for care services and this should be part of that service; reported he does support the implementation.

Councilmember Castle asked if the platinum level of service is maintained with this system.

Chief Butler stated the fees, and the structure have nothing to do with their response times and service.

Councilmember Castle asked if they have seen a change in usage patterns with super users when the fees are implemented.

Chief Butler said the bills go to the patient, but they have spoken about taking some action against the facilities with the state agency since they are health care facilities and if they cannot provide the proper treatment they should not be subsidized by the local government.

More discussion followed regarding the equipment, transport, drugs, etc. needed for the calls and the costs involved.

Councilmember Waller spoke of the lift assist brought up by Mayor Light and hoped that this implementation would alter the way the facilities think in calling those in; asked how many of the Rbfd are trained paramedics and certified.

Chief Butler reported that the majority of the Rbfd are paramedics and that some of the ER doctors prefer they treat the patient in the field because of their high level of training and superior equipment; expanded that modern protocols are to treat the patient at the scene and then get them to the hospital.

Councilmember Waller asked about subscription services that the Administrative Report mentioned.

Chief Butler noted that some cities actually make more money from subscription service; explained that people pay a flat fee, then if there is a call for service to the home the person would not get the \$313 bill; mentioned it is a popular way for communities to pay extra a year and provide that coverage per household.

Councilmember Obagi asked if the elderly care facilities instruct their staff not to pick residents off the floor and whether that is a workers' compensation issue.

Chief Butler stated that is correct and spoke of the elder care facilities putting strict rules in place for their staff not to be liable in case they make matters worse; opined it is what they are there to do and it may also be due to workers' comp.

Councilmember Kaluderovic stated she supported this item in 2023; noted that she was not aware of the new law that would have potentially caused an issue; asked that the Council be made aware of any information that may affect items they have approved; stated she supports it and would move to approve it.

Chief Butler noted that he did present on the law mentioned last year and submitted a report on it.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to complete the draft agreement with Wittman Enterprises.

Mayor Light invited public comment.

Georgette Gantner asked why this fee is being assessed and who is assessing it.

Chief Butler explained if you call 911, it is an EMS call and the FD responds to the home, there will be a \$313 fee assessed for that EMS response to the user and it is used to offset the costs of the EMS.

Councilmember Obagi asked Chief Butler if there is any way to hold the facilities that are housing the elders, using the service regularly to supplement their own staffing, to be held accountable for calling; noted it seems unfair that the elder person, who is paying to be there with staff that should help them, be billed by the FD

Chief Butler felt that it would have to be taken up with the State EMS Agency.

Eugene Solomon explained he has some experience with this since his business dealt with RCFEs, assisted living, independent living and memory care locations all across the US; stated there are some municipalities that have assessed lift assist flat fees to supplement the number of calls for the FD going to their locations; stated a flat fee can be done by ordinance.

City Clerk Manzano reported no one online and no eComments.

Motion carried 5-0 by voice vote.

Mayor Light stated they are now going back to the regular agenda (with Item K).

## **O. CITY MANAGER ITEMS**

City Manager Witzansky announced there are three scheduled meetings: July 1, July 8, and July 15; mentioned July 8<sup>th</sup> is commission interview night so they will have a Closed Session only agenda.

## **P. MAYOR AND COUNCIL ITEMS**

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

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

Mayor Light thanked Councilmember Kaluderovic for filling the role of Mayor Pro Tem;

stated the next Councilmember in line is Councilmember Behrendt; opened the floor up for nominations.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to nominate Councilmember Behrendt as Mayor Pro Tem.

City Clerk Manzano reported no one online and no eComments.

Motion by Councilmember Castle, seconded by Councilmember Obagi, to close nominations.

Motion carried 5-0 by voice vote.

Mayor Light called the vote for Councilmember Behrendt as Mayor Pro Tem.

Motion carried 5-0 by voice vote.

Mayor Light noted there is a second item and unless someone wanted to pull themselves as a delegate, the Council had appointed all of the positions during the change of Council.

City Clerk Manzano read adopt by title only Resolution No. CC-2506-040.

**Q. MAYOR AND COUNCIL REFERRALS TO STAFF - None**

**R. RECESS TO CLOSED SESSION**

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

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

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

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

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

**Name of case:**

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

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

**Name of case:**

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

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

**Name of case:**

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

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

**Name of case:**

**New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive  
Case Number: 23STCV10146**

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

**Name of case:**

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

- R.8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code**

**Section 54956.9(d)(1).**

**Name of case:**

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

**Case Number: 23STCP00426**

- R.9. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).**

**Name of case:**

**AES Southland Development, LLC and AES Redondo Beach, LLC v. California Coastal Commission**

**Case Number: BS157789**

- R.10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.**

**AGENCY NEGOTIATOR:**

**Mike Witzansky, City Manager**

**Greg Kapovich, Waterfront & Economic Development Director**

**Brian Campbell, BC Urban**

**PROPERTY:**

**123 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277  
(a portion of APN: 7505-002-908)**

**NEGOTIATING PARTIES:**

**Integrative Peptides, LLC**

**UNDER NEGOTIATION:**

**Lease Status, Price, and Terms**

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

**AGENCY NEGOTIATOR:**

**Mike Witzansky, City Manager**

**Greg Kapovich, Waterfront & Economic Development Director**

**Brian Campbell, BC Urban**

**PROPERTY:**

**160 International Boardwalk, Redondo Beach, CA 90277  
(a portion of APN: 7503-029-902)**

**NEGOTIATING PARTIES:**  
Jason Kolb, Scholb Premium Ales, Inc.

**UNDER NEGOTIATION:**  
Lease Status, Price, and Terms

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

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

**PROPERTY:**  
309 Esplanade, Redondo Beach, CA 90277

**NEGOTIATING PARTIES:**  
Made by Meg - Meg Walker

**UNDER NEGOTIATION:**  
Both Price and Terms

**R.13. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).**

**Name of Case:**  
MacDonald, Phyllis v. City of Redondo Beach; County of Los Angeles; State of California; and Does 1-10  
Case Number: 25TRCV01747

**S. RECONVENE TO OPEN SESSION**

**T. ADJOURNMENT – 10:39 p.m.**

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

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

Chief Hoffman spoke of Tom Doty starting his career in January 1966 and retiring in October 1993 and passed at the age of 88; stated he stayed involved after he retired with the Canine Trials, where Canine Teams would compete; mentioned Gerry Fairchild had a successful career with the Marine Corps and joined the PD in October 1970 and retired

in November of 2005 and passed at the age of 85; noted Community-based policing was due to Gerry Fairchild and he was a legend in Redondo Beach; thanked Council for adjourning in their honor.

Motion by Councilmember Waller, seconded by Councilmember Castle, to adjourn the meeting at 10:39 p.m. in honor of Officers Tom Doty and Gerry Fairchild.

Motion carried 5-0 by voice vote.

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, July 1, 2025, in the Redondo Beach City Hall Chambers, 415 Diamond Street, Redondo Beach, CA.

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

Respectfully submitted:

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Eleanor Manzano, CMC  
City Clerk



Minutes  
Redondo Beach City Council  
Tuesday, July 1, 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: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Melissa Villa, Analyst/Liaison

**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**

Analyst Villa reported no eComments and no one on Zoom.

**F. RECESS TO CLOSED SESSION – 4:31 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:**

**Hardaway, Leonard Steve v. Roxane Barrientos Camey; Aguido Modesto; City of Hawthorne; City of Manhattan Beach; City of Redondo Beach; and Does 1-50, inclusive**

**Case Number: 25TRCV01762**

**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:**

**Estate of Jose Sosa, by and through his heir and successor in interest, N.R.; N.R., individually, by and through his Guardian Ad Litem, Michelle Rodriguez; Francisca Rodriguez, individually v. Redondo Beach Police Department, a public entity; City of Redondo Beach, a public entity; and Does 1-10, inclusive**

**Case Number: 2:25-cv-2547-PA-JPR**

**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:**

**John Bell v. City of Redondo Beach, et al.**

**Case Number: 25-3578**

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

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

**AGENCY NEGOTIATOR:**

**Mike Witzansky, City Manager**

**Elizabeth Hause, Community Services Director**

**PROPERTY:**

**309 Esplanade, Redondo Beach, CA 90277**

**NEGOTIATING PARTIES:**

**Made by Meg - Meg Walker**

**UNDER NEGOTIATION:**

**Both Price and Terms**

Analyst Villa read titles to items that would be covered in Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Human Resources Director Diane Strickfaden, Community Services Director

Elizabeth Hause, Deputy Community Services Director Kelly Orta, and Senior Deputy City Attorney Cristine Shin.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to recess to Closed Session.

Motion carried 5-0 by voice vote.

**G. RECONVENE TO OPEN SESSION – 6:01 P.M.**

Mayor Light reconvened to Open Session at 6:01 p.m.

**H. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Laura Diaz, Deputy City Clerk/Records Mgmt. Coordinator  
Melissa Villa, Analyst/Liaison

**I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

City Manager Witzansky reported, under Item F.1, F.2, and F.3, the Council unanimously authorized the City Attorney and the City Attorney office affiliates to defend the City.

**J. ADJOURN TO REGULAR MEETING**

Motion by Councilmember Castle, seconded by Councilmember Waller, to adjourn to the Regular Meeting at 6:01 p.m.

Motion carried 5-0 by voice vote.

**6:00 PM – OPEN SESSION – REGULAR MEETING**

**A. CALL TO ORDER**

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

**B. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Laura Diaz, Deputy City Clerk/Records Mgmt. Coordinator  
Melissa Villa, Analyst/Liaison

### **C. SALUTE TO THE FLAG AND INVOCATION**

Mayor Light recognized any veterans and active-duty military for their service; invited up Vivian to lead the salute to the flag and asked everyone to remain standing for a moment of silent invocation.

Vivian, 4<sup>th</sup> grader at Alta Vista Elementary School, led in the pledge of allegiance.

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

Mayor Light reported he had some presentations for that evening.

#### **D.1. MAYOR'S COMMENDATION TO REDONDO BEACH PUBLIC SAFETY SOUTH BAY MEDAL OF VALOR AWARDEES**

Mayor Light announced commendations for the Redondo Beach Public Safety staff for the awards they received at the recent Medal of Valor Awards presentations; stated they are recognizing the Redondo Beach Police and Fire Department personnel for the awards they received at the recent South Bay Police and Fire Memorial Foundation's 49<sup>th</sup> Medal of Valor Awards; gave some background surrounding the event, noting they are an organization dedicated to providing financial support for families of fallen or disabled police and fire personnel from nine South Bay Cities; spoke about the \$1,000 scholarship opportunities the foundation provides to 13 eligible applicants every year; announced, on May 22<sup>nd</sup> this year, six Redondo Beach Public Safety personnel were awarded in three different categories, including the Medal of Valor; called up Police Chief Joe Hoffman to speak about the awards his department received.

Chief Hoffman called up Officer Nicholas Villapudua; explained the situation that occurred on December 7<sup>th</sup> at 10:39 a.m. when Officer Villapudua responded to a call and found a resident unresponsive, not breathing, and had no detectable pulse; stated Officer Villapudua immediately began CPR until RBFD personnel arrived on scene and at that time was stabilized and transported to the hospital to recover; reported that Officer Villapudua saved that individual's life that day and the Mayor awarded him with a

commendation; called up Officers Mario Gonzalez, Tyler Litchman, and Chintan Patel; described an incident, on May 7<sup>th</sup> shortly after 11:00 p.m., where a call came in for shots fired at a motel on South PCH and a man was suffering from a critical gunshot wound to the chest; reported, without knowing whether the shooter was still on scene, the officers developed a tactical plan to rescue the victim and saved the victim's life; the Mayor awarded the officers with commendations.

Mayor Light invited Fire Chief Butler to tell everyone about this year's South Bay Medal of Valor honorees.

Chief Butler recalled the incident, of November 2, 2024, where a call came in for a mayday vessel in distress; stated he jumped on the rescue boat with Captain Chad Smith and Brad Godinez and described the dire situation; stated that Smith and Godinez made a decision to keep searching farther out from Avenue C, where the vessel was last spotted, and went all the way to Palos Verdes until they saw a boat with five people clinging to the side; spoke of Specialist Godinez acting quickly to respond along with Captain Smith maneuvering the rescue boat so they didn't collide with the victims' boat; explained how heroic the incident was and that there was a sixth person that perished; noted that he was amazed at the response of Smith and Godinez and felt they really needed to be recognized; placed the Medal of Valor on each of them.

Mayor Light awarded them with plaques recognizing their bravery.

Mayor Light moved on to announcements; reported he presented the State of the City and will be posting it up on the website; stated he and the City Manager had a meeting with representatives of the Governor's office and discussed local control; mentioned he was on a panel of Mayors in front of a realty group for a Q&A; attended the Riviera Village Festival, participated in a amateur ham radio event at Wilderness Park, and attended the Pride Paddle and luncheon at the King Harbor Yacht Club; reported they received word from the County Department of Health that they will hear the City's appeal on Dominguez Park on July 23, 2025 and it will be held at Council Chambers so residents can participate.

Councilmember Obagi said he had no major announcements but that Mike Klein, Assistant Director of Public Works, had sent him a text that read, "I stopped off at 7 a.m. at Fire Station 2 to check in with Captain Jasen Brown and had a cup of coffee, but Engine 62 got called out for a heart patient issue. The patient went into a heart failure on a new paramedic but a paramedic on Jasen's team had a defibrillator with paddles, saving her life. Jasen came back and told me from the call and told me what happened, but his tone was so matter of fact and normal that this is just what they do. I was so impressed with the candor and professionalism. He has shown me what Rbfd has as a department, professionalism. Captain Brown and his team saved a life today before he even had his coffee. Who can say that?"; thanked the firefighters.

Councilmember Behrendt announced that the Economic Development Subcommittee has been moving forward with the Mayor and Councilman Castle, City Manager and staff; felt they are making good progress and will get it on the agenda so they can update

Council with any status and any proposed interim recommendations they may have.

Councilmember Kaluderovic announced she would have a Zoom meeting for District 3, but open to the entire community, in late July TBD.

Councilmember Waller reported he attended the State of the City, the MIT Alumni Association of Southern California's annual brunch, and was on a panel discussion with LA City Councilmember Nithya Raman and Costa Mesa Councilmember Arlis Reynolds; spoke about the Riviera Village Summer Festival that past weekend; attended the Pride Paddle and show; announced that upcoming Saturday at 9:00 a.m. at Esplanade and Avenue I will be the Keep the Esplanade Beautiful monthly Saturday sweep cleanup; mentioned he may have a Zoom or in-person meeting TBD in July.

Councilmember Castle reported he attended the State of the City, the Pride Paddle at King Harbor, and the Riviera festival; stated the District 2 Community Meeting will be on July 17<sup>th</sup> at the library, on the second floor, from 5:30 to 6:45 p.m.; noted Jeff Jones of Quality Seafood and the new president of the King Harbor Association will speak regarding the Pier and Waterfront at the meeting.

#### **E. APPROVE ORDER OF AGENDA**

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the order of the agenda.

Motion carried 5-0 by voice vote.

#### **F. AGENCY RECESS – 6:22 P.M.**

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to recess to the Regular Meeting of the Community Financing Authority.

Motion carried 5-0 by voice vote.

#### **F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY**

**CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR**

**RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:27 p.m.**

#### **ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney

Laura Diaz, Deputy Records Mgmt. Coordinator/Sr.  
Deputy City Clerk  
Melissa Villa, Analyst/Liaison

**F.2. PARKING AUTHORITY - REGULAR MEETING - CANCELLED**

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

**G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

Analyst Villa reported Blue Folder Items for H.14, J.1, N.1, and P.1.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to receive and file the Blue Folder Items.

Motion carried 5-0 by voice vote.

**H. CONSENT CALENDAR**

**H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JULY 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. JUNE 3, 2025 ADJOURNED AND REGULAR MEETING**

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.4. PAYROLL DEMANDS**

**CHECKS 30271-30290 IN THE AMOUNT OF \$17,123.62, PD. 6/20/25  
DIRECT DEPOSIT 296539-297200 IN THE AMOUNT OF \$2,499,280.69, PD. 6/20/25 EFT/ACH \$9,346.45, PD. 6/6/25 (PP2512)  
EFT/ACH \$471,134.70, PD. 6/16/25 (PP2511)  
EFT/ACH \$470,565.40, PD. 6/30/25 (PP2512)**

**ACCOUNTS PAYABLE DEMANDS  
CHECKS 120155-120369 IN THE AMOUNT OF \$1,861,040.00  
EFT CALPERS MEDICAL INSURANCE \$503,889.97  
DIRECT DEPOSIT 100009532-100009621 IN THE AMOUNT OF \$102,224.95,  
PD.7/1/25  
REPLACEMENT DEMANDS 120153-120154**

**CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR**

- H.5. APPROVE CONTRACTS UNDER \$35,000:  
1. APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE PROVISION OF INMATE FOOD SERVICES BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOOD SERVICES UNIT AMENDING EXHIBIT A TO INCREASE THE UNIT COST FROM \$3.26 PER MEAL TO \$3.36 PER MEAL FOR FISCAL YEAR 2025-26**

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

- H.6. APPROVE THE PURCHASE OF ONE NAUTILUS HD RIDER SCRUBBER/SWEEPER VEHICLE FROM HAAKER EQUIPMENT COMPANY, DBA TOTAL CLEAN EQUIPMENT, FOR USE BY THE PUBLIC WORKS DEPARTMENT FOR A TOTAL COST OF \$86,868**

**CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

- H.7. APPROVE A FREEWAY MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE INGLEWOOD AVENUE AND MARINE AVENUE UNDERPASSES BENEATH INTERSTATE 405**

**CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

- H.8. APPROVE AN AMENDMENT TO THE AGREEMENT WITH HF&H CONSULTANTS, LLC FOR SOLID WASTE CONSULTING SERVICES TO PROVIDE ANALYSIS RELATED TO THE PROPOSED SECOND AMENDMENT TO THE CITY'S SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, INCREASING THE CONTRACT AMOUNT BY \$80,000 FOR A NEW TOTAL NOT TO EXCEED \$120,000**

**CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

- H.9. APPROVE THE PURCHASE OF FIVE TAYLOR-DUNN 48 VOLT BIGFOOT ELECTRIC CART VEHICLES FROM PAPE MATERIAL HANDLING, FOR USE BY THE PUBLIC WORKS DEPARTMENT, HARBOR/PIER DIVISION, FOR A TOTAL COST OF \$95,230**

**CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

- H.10. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-047, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF CHIEF DEPUTY CITY TREASURER**

**CONTACT: EUGENE SOLOMON, CITY TREASURER**

- H.11. APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TO RECEIVE MEASURE R 20% BUS OPERATIONS FUNDS, EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2035**

**CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR**

- H.12. ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2507-048, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE \$265,901 IN ADDITIONAL GRANT YEAR 2021 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND AUTHORIZE THE PURCHASE OF A 60-UNIT MODULAR ANTI-VEHICLE BARRIER SYSTEM WITH STORAGE AND TRANSPORT TRAILER FROM ADVANCED SECURITY TECHNOLOGIES, LLC IN THE AMOUNT OF \$171,660 THROUGH A COOPERATIVE PURCHASING AGREEMENT AND UTILIZING STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AND SUPPLEMENTAL LAW ENFORCEMENT SERVICES (SLESF) FUNDS**

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

- H.13. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2507-049, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO CREATE THE POSITION OF SOCIAL MEDIA CONTENT CREATOR AND ADOPTING THE SALARY RANGE FOR THE POSITION**

**CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

- H.14. Pulled by Councilmember Behrendt.**

Councilmember Kaluderovic wanted to make a comment about H.12; wanted to note this grant opportunity and purchasing the barriers will reduce costs for some of the City's non-profits who are running programs in the City (mentioned the Super Bowl 10K as an example); appreciated staff for exploring this item.

Councilmember Behrendt asked to pull H.14 but also wanted to have the Mayor present the work he and the Olympic subcommittee had done so far.

Mayor Light stated he will when they get to the Excluded Consent Calendar Items.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to approve all the Consent Calendar items except H.14.

Mayor Light invited public comment.

Analyst Villa reported no one online but one eComment against H.6, and one eComment in support of H.11.

Motion carried 5-0 by voice vote.

Analyst Villa read adopt by title only Resolution No. CC-2507-047, adopt by 4/5<sup>th</sup> vote and by title only Resolution No. CC-2507-048, and adopt by title only Resolution No. CC-2507-049.

## **I. EXCLUDED CONSENT CALENDAR ITEMS**

### **H.14. APPROVE AN AGREEMENT WITH BEACHLIFE FESTIVAL LLC FOR THE PROVISION OF SPECIFIED 2028 SUMMER OLYMPICS MARKETING DELIVERABLES FOR A ONE-TIME COST OF \$40,000 AND THE TERM JULY 1, 2025 TO JUNE 30, 2026**

**CONTACT:** JANE CHUNG, ASSISTANT TO THE CITY MANAGER

Mayor Light noted the Councilmember Behrendt wanted the Mayor to give a presentation on the item; stated it is a \$40,000 contract for some Olympic marketing; provided a PowerPoint presentation which included:

- LA 28 Olympics – Background
  - 5 Apr – Mayor Bass called Mayor Convening of all 88 Mayors in LA County
    - Venue location
    - Watch Party at all 88 cities
    - Relayed briefing to staff and Council – formed subcommittee for RB
- Subsequent conversations w/ Vic Nol, LA28 Director of Venue Relations
  - Watch parties to be funded by cities, requirements yet to be established
  - Cities are on their own for Watch Party logistics and funding
  - Cities on their own for attracting teams and nations to their towns
  - LA28 provides flat site where cities can list assets to attract teams
- Discussions with Mayor O’Brian, Culver City
  - Hospitality House for New Zealand Team
- Meeting of Olympic Committee – June 11

- 3 opportunities: Watch Party, Hospitality City, Training/Facility for participating nations
- Marketing required for sponsors and for attracting teams
- Teams visiting LA in mid-late July
- Reported he announced before and after meeting date at CC meetings
- La 28 Olympic Marketing
  - 17 June – Council included \$50K budget for Olympic marketing
  - 18 June – Meeting of Olympic Marketing Subcommittee
    - Teams are coming in August
    - Discussed need for Digital Marketing
    - Asked for: asset listings and marketing resource listings
  - BeachLife and PSM requested to bid for the work
  - Mayor Light put together SOW and incorporated comments from staff
  - 2 Bids: BeachLife was lower in cost and able to use previous BeachLife marketing
  - Mayor Light provided a slide: Olympic Committee Make Up
- Decision Tonight
  - SOW and assessment of proposals by staff and Mayor
  - Selection follows City processes
  - Two bidders: PSM and BeachLife.
  - BeachLife is qualified and is under budget
  - Insufficient time for full RFP
  - Decision if the City wants to have marketing ready for team visits in Aug.
- New Zealand Rep Visit
  - Timm Dodd spoke w/ Craig Monk about RB being ideal for New Zealand sailing team
  - 23 June – Gave Craig Monk a tour of the harbor
  - Representative of NZ Olympic Sailing Team will be visiting in two weeks

Councilmember Behrendt thanked the Mayor and Jane Chung for the presentation and all the work done; mentioned it is important considering the FIFA World Cup will also be coming to LA; mentioned he had a few concerns and he has spoken to the Mayor, City Attorney, City Manager and Councilmember Zein Obagi regarding them; stated, with respect to the proposed contract in the process, good governance and transparency may have been overlooked due to the lack of time given; noted three items in question are: 1) the identities of the members of the Olympic Marketing subcommittee, noted that BeachLife is part of the subcommittee and is also one of the two RFP's being recommended for approval and also mentioned the identities are now in the Blue Folder, 2) only in the rarest of circumstances, should a recommendation from a subcommittee, with members from Council, be put on the agenda without first getting input from all the councilmembers, asked that in the future all councilmembers are notified, and 3) referenced the bid from PSM and noted the bid was not presented to Council, asked that Council and the public be allowed to evaluate both bids to determine which is the better choice; spoke of other options, such as: opening up the process to other bidders and having a prompt, streamlined mini RFP with a quick turnaround time (felt August is not the ultimate deadline since the event is not for three years), can consider the PSM

contract tonight, or the Council can approve the BeachLife marketing contract; mentioned the new Social Media Content Creator may be able to play a role in the marketing; noted that whoever hosts a Watch Party on City property for profit should also share that benefit with the City.

Mayor Light asked the City Manager to clarify if the City puts every competing bid out to vote by the City Council.

City Manager Witzansky responded no, they do not always put competing bids out for a vote; mentioned sometimes they will if there are different metrics and evaluations to be considered, or they will circulate it via Blue Folder, and noted it is on a case-by-case basis.

Mayor Light said they have selected vendors that have more insight into the City before.

City Manager Witzansky stated it is not uncommon for local vendors that understand their community to utilize that knowledge to provide competitive pricing.

Mayor Light added with contracts of this size and expediency sometimes full RFPs are not done.

City Manager Witzansky agreed and noted there have been circumstances where the City has sought certain vendors or have solicited direct proposals depending on the situation.

More discussion followed using the boat ramp contract as an example, and that sometimes it is not time that is always the constraint, but each is handled on a case-by-case basis, and the Social Media Content Creator will play a role in the marketing.

Mayor Light mentioned that the City has a unique asset in their harbor and a unique location that will be attractive to teams and admin from other nations; worried that other cities are ahead of them in planning for this event; felt the August date is relevant and they need to act quickly to be considered.

Councilmember Castle commented that Councilmember Behrendt's comments on good governance and transparency were good ideas and should be considered in all events; referenced Councilmember Behrendt's other concern regarding compensation for use of City properties and stated he researched other cities that have hosted the Olympics in the past to see how they were profitable; noted that cities have been known to lose lots of money hosting the Olympics; spoke of Park City using a lot of their existing infrastructure and being the most profitable city to host in the history of the Olympic Games; reported speaking to the City Manager and the Community Services Director to see what assets the City has available and to make sure the City is compensated properly for the use of them, so at the minimum the City breaks even and ideally makes money; noted his initial thought is to invest in the marketing to get this going, but for the City to recover the costs when the Games actually happen.

Councilmember Obagi mentioned that Councilmember Behrendt made a good point in following best practices to guide the City going forward; appreciated that the Mayor has been proactive in getting the process for the Olympics going; felt that the Mayor did choose BeachLife, a known vendor that has had successful events in their City; noted that media and videos are expensive to create and since BeachLife has this content already it saves the City lots of costs; supported the Mayor and subcommittee's choices for the Olympic events and encouraged them to move forward.

Councilmember Kaluderovic thanked the Mayor for taking the initiative in regards to the Olympics; highlighted that protocols for subcommittees should be followed for all events and purposes; noted communication can be lost within the Brown Act and appreciated the discussion tonight; thanked Councilmember Behrendt for bringing up the discussion; stated she agreed with Councilmember Castle in regards to Redondo having a lot of opportunity and not being a loss leader; asked the Mayor to make the material not unique to only the Olympics but for use in any marketing for the City going forward.

Councilmember Waller thanked Councilmember Behrendt for bringing up the matter; felt if the two Councilmembers on the subcommittee were given the information he was fine with that; noted given the compressed timeline that being prepared for the August visit was very important and that an RFP was not feasible given the time constraint; agreed with Councilmember Kaluderovic's suggested of having evergreen content for future use and mentioned having the ability to cater it to specific events.

Councilmember Obagi asked City Attorney Ford if she has been able to review the contract and approve it as a form.

City Attorney Ford stated yes, and she is comfortable with the City moving forward.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the contract.

Councilmember Behrendt asked the City Manager if they still had the Stifel video, bond underwriting video that was made a few years back; mentioned it covered a lot of content and was a good investment; wanted to show that video to the City's Social Media Content Creator and for other use as needed.

City Manager Witzansky stated they retrieved it from the archives and will circulate it to the committee and to the vendor that is chosen.

Councilmember Behrendt asked in the BeachLife proposed contract if the City will get actual invoices for the work being done so they can track if the work they are doing is actually being done and asked if the Blue Folder had that information.

City Manager Witzansky stated that the Blue Folder only contained the signature and no other changes to the contract; mentioned Exhibit A provides the scope of the work, Exhibit

B gives the terms and time of completion of the contract and Exhibit C provides the compensation.

Mayor Light stated the contract itself does not spell out the detailed invoices but the offer and the proposal does and it was attached to the contract and referenced.

Councilmember Behrendt read the reference to providing detailed invoices if requested and asked the City Attorney if that means it is incorporated into the contract.

City Attorney Ford stated yes, if that states it, it is incorporated into the contract.

Mayor Light thanked staff for jumping through hoops to get this done; stated he would not normally do this without more briefings to the Council and mentioned there will be more items he will bring back to Council once they know more about what is being requested; spoke about finding ways for the City to be profitable during the events; noted that had the City hosted one of the events it would have been tough to recoup the costs; felt if they do it right any of the events coming to LA can make money for the City.

Mayor Light invited public comment.

Wayne Craig spoke about government being transparent in how money is spent and how policies are made, which includes budgets, projects, committees and contracts; mentioned he learned about the Olympic marketing subcommittee formation through a newspaper article which also stated certain groups were invited to participate; felt the timing and release of the attendees names in the Blue Folder suggest that staff knew some lack of transparency was a concern to the public; noted he is troubled that two members on the committee that recommended the contract were also bidders for the contracted work; stated that has the appearance of impropriety and a conflict of interest; voiced his concerns over the lack of transparency and closed door decision-making.

Joan Irvine, District 1, mentioned the new president of Keep the Esplanade Beautiful is out of town but they were going to announce the new Chair of their Marketing Committee; spoke of the organization wanting to join the City in planning events for the Olympic LA28, the Super Bowl and the World Cup; stated she was surprised to hear about the subcommittee formation as well; reported their Chair of Marketing has over 30 years of experience in advertising and asked if he could be considered for the subcommittee.

Eugene Solomon, District 1, voiced his disappointment over the City having meetings without public input and making decisions with no minutes, no presentation to the Council or the public about who would be members of the committee, how they were selected, and the composition of the committee; stated it is not okay; understood the urgency and stated he is not upset about the item but about the process; said the end does not justify the means and that a lengthy RFP process was not needed; explained the City has done several quick RFIs and RFPs in the past and the way this was done was not okay; stated this is why he got into government because there were too many times where meetings and decisions were made without the proper processes; said it is a learning experience

for everyone and felt the Mayor and Councilmembers will improve the process going forward after they receive the input and suggestions tonight; hoped the way it was done tonight will not be repeated; in regards to the contract with PSM, felt PSM would have plenty of marketing material because they spend hundreds of thousands of dollars to market the City; spoke of the urgency of the process preventing the subcommittee from exploring all the ideas; hoped that the next time a situation such as this occurs, the City will do it properly with minutes, public input and a synopsis printed as part of the agenda.

Mark Hansen, King Harbor boater and member of both subcommittees, gave more details on his background and involvement in the City and Yacht Club including being the representative for the United States Sailing Association for the four southwestern states; spoke of his meeting with Timm Dodd and Craig Mock and noted the urgency of the situation; stated the sailing events were announced the day before.

Councilmember Behrendt clarified that Mark Hansen is on both the Olympic Subcommittee and the Olympic Marketing Subcommittee; asked if he is recommending approval of the BeachLife contract over the PSM contract.

Mark Hansen voiced his approval and stated BeachLife has a lot of content including aerial videos and they know the specific part of the City that is being promoted.

Leslie Campeggi, District 2, thanked Councilmember Behrendt for bringing up the subject; mentioned she was surprised at the expediency of it all; spoke about the lack of transparency and the timing of the items in the Blue Folder; suggested that the Mayor and City Council take more time to compare the contracts and not rush into a decision; felt they did not follow protocols and processes as they should have and allowed the timeline to rush them; mentioned that the Code of Conduct should have been put in place as quickly as this contract was; voiced her opinion about the proposed contract and her concerns about it being awarded to a member that sits on the committees; felt the whole situation is not on the "up and up".

Andy Porkchop felt there was zero transparency; opined that no city or country has made a profit on the Olympics and the conflicts between the Russians and the U.S. has affected it ever since; stated he has not watched Olympics in decades; suggested the City should keep their money and not waste it on the Olympics.

Marcy Guillermo agreed with the previous speakers that the City needs transparency and needs to practice due diligence.

Analyst Villa reported on one online and four eComments: one neutral and three against.

Mayor Light stated he would like to comment; stated he was amazed that the community was not rejoicing that the City is moving forward expediently on this item; mentioned that teams are coming out in August and there is no way to turn around a marketing campaign in zero days; stated that he is working with City staff and following processes; noted they intended to have more meetings and brief everything but when they received the schedule

they needed to move quickly; stated the City approves dozens and dozens of contracts without going through any of the stuff the speakers are asking about, the City has internal City committees that put together RFPs, send out RFPs, have source selection committees, and there are proposals that never get published for everyone to inspect in the City's agenda; noted that if they did that, the City would get nothing done; stated he is transparent, he has put all the data up for people to see, and this is the first opportunity since the 18<sup>th</sup> when they held the marketing meeting; reported that both PSM and BeachLife were at the marketing meeting, both proposed bids, and the subcommittee chose the lower bid; stated there is nothing nefarious and they would just like to create the best opportunity for the City to have a great Olympic experience; mentioned the City is not only trying to hold a "Watch Party", but that three opportunities are available to them, and two require marketing by August; reported that the \$50K was approved by the Council and he had been speaking about the committees since the meeting with the Mayor of LA; stated they are working on some organizational constructs to ensure that there are checks and balances on the money side and they will make that public once they come up with something they can recommend; noted that they had no control over the timeline; asked the Council for their support on moving forward with this so the City can put their best foot forward when the teams come out in August.

Councilmember Behrendt asked if he could hear the opinions of the two City Councilmembers who are on the subcommittee.

Councilmember Kaluderovic stated she is in favor of moving forward with the contract as presented; noted it was the lower of the bids, they know the product they produce, BeachLife knows the City well, and she is confident they will provide material that will be universal going forward.

Councilmember Castle felt they should approve the contract; he hears the concerns of transparency and openness, but due to time constraints to get a product out before teams arrive in Southern California, they had to make decisions more quickly; noted that the other vendor not chosen was also part of the Olympic committee and provided input as well.

Councilmember Behrendt commented that the Council approved the funding, and it is under budget, the two Councilmembers on the subcommittee are in favor, everyone is committed to better processes going forward, and he is in favor of moving forward with the contract as recommended.

Mayor Light called the vote.

Motion carried 5-0 by voice vote.

## **J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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

Georgette Gantner, District 2, asked permission to disperse packets to Council. Motion by Councilmember Obagi, seconded by Councilmember Waller, to receive and file the submission by Georgette Gantner.

Motion carried 4-0-1 by voice vote. Councilmember Kaluderovic was absent for the vote.

Georgette Gantner stated, in the last month or so, she presented some suggestions to the Cultural Arts Commission in terms of what direction they should possibly go since it was changed from Public Arts Commission to the Cultural Arts Commission; gave some input as to what entities should be included and reported that is in the packet she submitted; stated her interpretation of the Commission being Cultural Arts is that the City may sponsor some of the groups interested in participating and has spoken to different groups that want to be a part of it; reported that she met with the Redondo Beach Ballet and they submitted a statement in support which is included in the packet; noted she met with Jack Meyer, the Cultural Arts Manager, who has also spoken to that organization; stated the submission has examples, ideas and inspirations that she hopes the Council finds useful.

Rick McQuillin, Manhattan Beach, wanted to give the Council an update on the CRT of South Bay streets; reported he published a beta version, in May, which has storefront directories and can add public art and Redondo historical sites; spoke of working with Sophia Pasta at the Galleria to develop directories for the Galleria; mentioned it is more of a portal into what he calls "Community Commerce" and people can go take a look and see what is there; quoted G.K. Chesterton, who said, "Anything worth doing is worth doing badly."; and said you have to start somewhere; stated the idea is that both merchants and customers can define larger projects for commerce and that customers can allow merchants to solve their problems; hoped to get shopping back from online to in-person and have a lively Artesia Boulevard; mentioned, in addition to local businesses, he will be asking Skechers, Target, and Macy's if they will do a little annex; hopes it will attract people from all around and will want to copy it.

Jim Mueller, District 5, mentioned he is the only citizen that attends the Budget & Finance Commission meetings; reported attending the June Commission meeting regarding the 25-26 Proposed Budget, where the City Manager provided a presentation which was the same presentation he gave the Council; noted that the City Manager told the B&F Commission not to analyze data for specific programs, implying the core budget was set in stone, and the variable items were the decision packages; spoke of searching for financial data on the decision packages and not being able to find significant financial data for each package; noted there is little possibility to analyze the cost benefit of any specific project or task; stated the B&F Commission has asked for financial data on the City's homeless program for months and the Finance Director gives one excuse after another; mentioned the latest excuse is that they are short-staffed; spoke of OpenGov, which was used by the Finance Department to support the financial transparency section in the City's website, being cancelled and now the website only goes to FY 21-22; stated there is no financial transparency for the homeless program; reported that the Proposed 25-26 Budget doc only shows specific cost data for two people and the clinician assigned

to homelessness, no mention of pallet shelter, maintenance, public works cleanup, or police time spent on homeless cases or Fire Department's emergency call time; urged the Council to encourage the City Manager to get the B&F Commission the data they need to do the job they are meant to do.

Jess Money, District 3, suggested Council consider revising the schedule of items on the agenda; felt that Public Comments on Non-Agenda Items should come before Consent Calendar; reasoned that Non-Agenda Items are normally announcements, and gave examples such as fundraisers or clean-ups, and when Consent Calendar Items are pulled often times the discussions become very lengthy.

Jonatan Cvetko featured a McDonald's bag and mentioned he hoped the Council would pay attention to it later; stated the City has not come through with what was hoped for in terms of hemp products; mentioned earlier that day, despite all of the efforts at previous Council meetings, he was able to purchase two hemp joint from the Sandbox in District 4 for \$11, purchase vape cartridges and a disposable THC pen in District 1 at the Riviera Village, and purchased vape cartridges from a smoke shop in District 3 from brands that have stated they want to apply in RB when it comes to cannabis; stated he would be happy to turn over any of the receipts so that the City could prosecute the shops accordingly; wanted to emphasize that the City has a weak foundation in being able to handle this market; felt if the City intends to build upon this foundation with a legal cannabis market it will fail.

Austin Carmichael spoke about a series of tragic experiences that led him to being pulled over while driving his friend's Tesla; mentioned the police officer asked him who's car it was and he said his friend Dan's and the officer said it belonged to a Daniel; wondered how the officer could not understand that Dan and Daniel may be the same person; stated the officer proceeded to open an investigation in case the car was stolen; explained how the police officer, the Mayor, and City Council had made that ordeal horrible.

Andy Porkchop apologized that he misinformed everyone of Gregory Allen's salary and said it was not \$420,000 but it was \$460,000; reported he went to Riviera Village last week and was counting all the cameras and people found it offensive and called the police; reported the police were nice and they spoke to the people that called them to tell them everything was fine; spoke about an individual speaking poorly about him and mentioned he would give more details next time.

Joan Irvine stated the Summerfest was fantastic and wanted to thank the Riviera Village for doing such a good job.

Julie Hernandez (via Zoom) spoke regarding the neighborhood requests for a wall for safety and noise reduction on the median on Prospect; felt they are being ignored and the trees planted will not provide any protection from noise or cars flipping over the median; disappointed by the poor planning, noted the traffic will only get worse as years go by; felt what has been done is only a band-aid and a waste of tax payer dollars; noted multiple code violations exist; urged the Mayor to spend the money to fix the situation.

Darryl Boyd (via Zoom), resident of 500-600 North Prospect Avenue block, stated the City of Redondo Beach is out of compliance and in violation of several codes and ordinances; read aloud the California Health and Safety Code 46000, California Civil Code 3479 and Los Angeles County Code Section 12.08.390; stated there are six more Code Sections 12.08.210, 12.08.230, 12.08.250, and Mr. Boyd ran out of time before finishing.

Carlos Menendez (via Zoom) spoke about Andy Porkchop, mentioning his real name is Andras Turda; stated the reason why he calls in is because Mr. Turda barrages neighbors with obscenities similar to what he did at the Council meeting last time.

Mayor Light interjected to ask if the person had anything to address the Council within their purview.

Mr. Menendez continued his rant and Mayor Light stated he is in violation of the City's Rules of Conduct and asked if he has anything he would like to address the Council with.

Mr. Menendez asked why the City does not arrest Mr. Turda and why they allow him to be above the law.

Marcy Guillermo requested an update from the City regarding the amount of money collected from permitting landlords to rent their properties; stated she knows for a fact many landlords are operating without permits in the City; asked the City when the last time rental permit fees were updated, how many rental properties are there in RB, how much revenue has been generated over the past 10 years, and how much could the City collect if they were able to secure permits from at least 95 or more landlords; requested the City provide an update in future meetings and let the residents know where to find the information on the City website.

**K. EX PARTE COMMUNICATIONS**

**L. PUBLIC HEARINGS**

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

**N. ITEMS FOR DISCUSSION PRIOR TO ACTION**

**N.1. DISCUSSION AND POSSIBLE ACTION ON INITIATION OF THE CITY'S COMMERCIAL RETAIL CANNABIS PERMIT APPLICATION PROCESS AUTHORIZE RELEASE OF THE CITY'S REQUEST FOR COMMERCIAL RETAIL CANNABIS PERMIT APPLICATION PROCESS AND DIRECT STAFF TO PREPARE RESOLUTIONS IMPLEMENTING THE CITY'S PROCESS INTEGRITY GUIDELINES POLICY AND SETTING THE CITY'S CANNABIS APPLICATION/PROCESSING FEES**

**CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER**

Assistant to the City Manager Jane Chung introduced the item, reviewed the outline of her presentation and presented the PowerPoint presentation:

- Background
  - March 2025 – City Council approved three ordinances to update the City’s Commercial Retail Cannabis (CRC) Regulatory Program
    - Ordinance No. 3287-25, 3288-25, and 3289-25
  - Updated Buffer Map
    - GIS Map: Retail Cannabis Property Locator
    - Key changes included limiting the number of cannabis retail storefront operations to one per zip code in the City, prohibiting any retail storefront operations along Artesia Blvd west of Felton Lane, maintaining a 1000 ft. buffer, clarifying the definition of schools within the ordinance language, and the exclusion of sites with a known history of illegal cannabis or drug related activities
- Timeline
  - Should the City Council choose to move forward with initiating the RFA process, a tentative timeline outlining the sequence of events was provided on a slide.
  - Staff is aiming to return to the City Council on July 15<sup>th</sup> to present two key resolutions
  - If approved, staff would then move quickly to publish the RFA in the first week of August
  - Once the RFA is live, applicants will have a 60-day window to submit materials
  - Applicants have 10 days to file a Notice of Appeal to contest the decision, the appeal would be scheduled between 30 – 90 days of the receipt of the Notice of Appeal
- Application Requirements
  1. Commercial Retail Cannabis Permit App
  2. Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement;
  3. Agreement on Limitations of City’s Liability and Indemnification to City;
  4. Application Fee and Background Check Fee(s)
  5. Property owner consent/Landlord affidavit;
  6. Zoning Verification Letter
- Application Review & Evaluation
  - Evaluation Committee – comprised of reps from: Community Development, Economic Development, Financial Services, Fire, and Police
  - Two-part scoring system
    - Scoring matrix: 445 points – assessed across multiple criteria
    - Interview assessment: 300 points
- Next Steps: Two Resolutions
  - Process Integrity Guidelines
  - Fee Schedule

- Recommendation(s)
  - Discussion and possible action on initiation of the City's commercial retail cannabis permit application process
  - Authorize release of the City's request for commercial retail cannabis permit application process and direct staff to prepare resolutions implementing the City's process integrity guidelines policy and setting the City's cannabis application/processing fees

City Manager Witzansky added some remarks; stated it is a milestone eight years in the making and has gone through three assigned staff members; noted Jane Chung would be the assigned permit administrator to oversee the RFA process if it is initiated by the Council; mentioned the timeline is adjustable and what they laid out would be the fastest the RFA could be issued; mentioned they have spoken to a couple neighboring cities and reported Culver City has an operator that is generating over \$600,000 a year in annual tax for the city, as well as the City of Hawthorne; stated it is ultimately up to this Council to decide on whether to move forward with this decision.

Mayor Light asked the City Manager if he was advocating moving forward with it.

City Manager Witzansky noted it has been eight years to get it to this point, and it would be a shame not to see it through.

Mayor Light mentioned receiving input from people that wanted the Mayor and Council to reopen the Ordinance, but it is not agendized for that evening.

City Attorney Ford agreed Council would have to agenda the matter.

Mayor Light stated that the public and everybody else needs to contain this to whether the Council release an RFA.

Councilmember Behrendt questioned if it is the right time to issue an RFA; understood it did not have to be done tonight; felt there is a lot on the Strategic Plan and this item will take a lot of head space of staff, Police, Fire, Public Works, W.E.D, and Jane Chung (mentioned by City Manager Witzansky); stated there are economic development initiatives that he would prefer Greg Kapovich and staff to remain focused on and mentioned Measure FP; voiced concerns that this may not be the right time for it and spoke of the item being put more firmly on the Strategic Plan next year; went on to talk about the market being economically unstable, an increase in the state cannabis tax, the safety pause, and no urgency from residents to get it done; stated there are other items that have more urgency such as Prospect; noted there is a very good ordinance in place and this can be moved forward at a later date; wanted to hear from the residents.

Councilmember Waller stated he has looked at comments online, received emails, text, phone calls and the ratios are normally against the item; reported what he is hearing is the residents aren't clamoring for this and a lot are against it; suggested having a professional survey done similar to what the City did for Measure FP before they move

forward with the RFA.

Councilmember Kaluderovic stated she made this referral so that a discussion could be made with the community just about this application process; felt the ordinance put in place provides the protections she would want as a parent but would like to hear from the residents; reported she sent out an email letting residents know about the discussion and most of the responses were opposed; stated she is confident in the Ordinance they have put together should they decide it is not the right time for the RFA; mentioned she is more concerned at addressing the illegal products in the City.

Councilmember Castle stated he has received a handful of emails and in looking at the objections many of the concerns have been addressed in the Ordinance that was passed; noted that, due to the Ordinance, there are very few locations within District 2 that would allow a shop; asked to hear from the public as well.

Mayor Light invited public comment.

Melissa DeChandt stated she is opposed to retail cannabis and asked that everything be paused; suggested it be put on a ballot or for the residents to be surveyed; mentioned the residents voted to not do it; spoke about how much the industry has changed and how obvious it is that there is no ability at this time for the regulatory body to regulate the safety of cannabis going into the community and there are no funds for enforcement; spoke about the illegal activity at the BeachLife Festival, normalization of cannabis for kids, and the seriousness of mental health issues related to cannabis use.

Nikki Vazquez, District 3, speaking on behalf of the Redondo Beach Council of PTAs, spoke of a resolution adopted on May 5, 2024, that asks PTA units, councils, and districts to seek and support legislation to protect youth by encouraging and adherence to safety messaging about the risks of youth cannabis in dispensaries and any location where cannabis products are sold, and to discourage use in lounges, restaurants, and cafes where all ages are present; spoke about community education and discouraging unlicensed cannabis retailers; stated for the reasons she detailed out, the Redondo Beach Council of PTAs opposes any storefront retail cannabis in RB until such time that the community has been sufficiently educated on the dangerous impact upon youth and has the opportunity to provide input.

Kerianne Lawson, Chief Programs Officer and interim Clinical Director of the Allcove Beach Cities Center for BCHD, reported she represented the BCHD eight years ago on the City Manager's task force and the subcommittee that formulated the ordinance; mentioned they pushed for as restrictive an ordinance as they could get and noted BCHD is opposed to retail cannabis; spoke more about the dangers of having alcohol and cannabis existing in the community and the struggles young people face when that is the case; asked Council to recognize starting cannabis in RB is going in the wrong direction and signaling to their youth that it is accessible and adults think it is acceptable.

Jim Mueller spoke of the AUMA Law that was passed and how excited California cities and their voters were permitting retail cannabis and how that turned into regret for many;

mentioned the purpose of retail cannabis was supposed to be to drive out the illegal dealers but instead it has done the opposite; stated law enforcement costs have forced many cities into deficit situations; reported of the 19,000 CA licenses issued so far, more than 60% have been surrendered or are inactive; spoke of the negative atmosphere of cannabis retail stores and other businesses not wanting to be near them; noted that those who seek the health benefits of cannabis can still receive it via home delivery; questioned whether RB wants to be known as “Beach weed city”; urged Council not to issue the request for permit application and instead focus the City’s development efforts on attracting businesses that are thriving, profitable, and family friendly.

David Rosenfeld, Redondo Beach resident, stated he is a partner in one of the proposed applications; wanted to speak on behalf of the 193 people that signed the Change.org petition to move forward with this item; felt they have come a long way and compared it to being as safe as alcohol or liquor stores; mentioned respecting the oppositions parents have for the substance but that adults understand the dangers; stated that the City needs the tax revenue and with two stores could be over \$1 million in tax revenue; felt confident that they can do it prudently and safely; compared it to controlled pharmaceuticals since it puts the product behind a counter and it is regulated; hoped the City would move forward with the item.

Tijen Loubert stated she is a resident of District 1, has three children in RBUSD, and is an active member and leader in the PTA; urged Council to pause all cannabis activity with the City and to ban retail storefront dispensaries; noted there have been numerous data driven studies showing direct correlations between youth exposure and normalization from retail cannabis plus an increase in likelihood of future use and harm; mentioned data also points to a declining industry and does not make sense financially for the City; encouraged the City to either conduct a survey of all residents in RB, or to put this issue on the ballot before opening up an RFP for storefront cannabis applications.

Ivan Iniguez, District 1, stated he is a father of a 15-year-old son and a 17-year-old daughter and is there to protect them and their friends against the dangers of marijuana dispensaries; spoke about the process being undemocratic; gave a scenario of the dangers of cannabis use and how the City should not invite crime into the City; felt allowing cannabis dispensaries into the City would damage the coastal treasure of RB; reported data rejecting cannabis dispensaries from Manhattan Beach, Hermosa Beach, and Torrance; noted that those cities gave their residents ballots to vote and a voice to shape their cities; wondered why RB would deny that right; mentioned the RCV that RB led but is not doing the same with this item; stated the only benefit would be to the drug peddlers pushing the dispensaries; urged Council to stop the ordinances, follow MB and HB and put dispensaries to a public vote; asked them to protect the kids and the neighborhoods.

Jonaton Cvetko noted that he has probably spent more time on this issue than any staffers; felt the agenda was missing two things: facts and data; reported he brought those to share and it will show Council how unstable the foundation is; urged Council to pause the allowance of cannabis activities in RB for two critical reasons: 1) there is not public

health benefit and, 2) there is no economic incentive; listed reasons why there are no health benefits and gave details as to why they pose health risks; noted that the state's outdated testing and lax regulations fail to protect consumers and instead shows there is no difference between the unlicensed and legal markets at this time; reported a 27% increase in cannabis excise tax was imposed that day and that the industry fails to fund youth and drug prevention programs as required; provided more negative data regarding cannabis sales and the reality of the City making \$500,000 to \$1 million in sales; warned the Council not to be blinded by the rosy projections but to listen to the facts and the people; asked to submit packets to the Mayor and Council.

Motion by Councilmember Waller, seconded by Councilmember Obagi, to receive and file Jonatan Cvetko's packets.

Motion carried 5-0 by voice vote.

Daniella Wodnicki, member of the Public Safety Commission, speaking as a 40-year resident; stated the City has 15 smoke shops in which three were found non-compliant with their business licenses, seven were found to be selling flavored tobacco, and three were found to be selling THC products by a recent compliance check done by uniformed officers in April; urged Council not to move forward with opening up this application process since it has been proven that the City can not even regulate tobacco within the City; questioned how they would regulate cannabis and be able to show residents that they can trust enforcement will be done.

Myles Peck thanked the Council for the years of work that went into the City's cannabis ordinance; voiced his support for the agenda item and his investment in the community; spoke about viewing the process as an opportunity to implement a highly regulated, professionally operated program that serves the City's public policy goals; mentioned that cannabis has well-established medical benefits and can improve the quality of life for some that suffer from illnesses; stated as a retail operator they are sensitive to the City's interest and their planned storefront will be architecturally consistent with the surrounding environment; noted a study published by Jama Pediatrics found that legalization of retail cannabis was not associated with increased adolescent use; felt this is an economic opportunity for the City; urged Council to move forward with the RFA; felt with the limited license structure the City has put forward, there will be successful operators that will come out of the rigorous process that Council has spent years preparing.

Robin Eisenberg stated she does not want to be lectured by failed cannabis dealers; noted that 50% of restaurants don't work but people don't stop them from operating; spoke about cannabis having less contamination and pesticides than coffee and kids line up for coffee at Starbucks every day; stated she trusts the Council but urged them to speak to the cannabis dealers directly and to not only listen to the anti-cannabis people.

Joan Irvine stated she has been coming to cannabis meetings for eight years; felt the Council continues to "kick the can down the road"; mentioned that the City decided to spend an extra \$300,000 on SCE Park because it had been going on for years and they

didn't want to second guess the prior City Council's decision; stated that set a precedent; noted she has highlighted the benefits of reducing the black market access for kids, providing products to seniors, creating jobs, and generating much needed revenue; stated their decisions are fear-based and went into more detail regarding her background in child protective services; pointed out incidents of fentanyl and child abuse and pornography; urged Council to move forward in accepting applications.

Jess Money, District 3, mentioned they have heard from a lot of parents tonight, worried about their children and cannabis; wondered how sincere they are and referenced MADD (Mothers Against Drunk Drivers) to prove his point by saying there's no MAPS (Mothers Against Pot Smokers); said the reason is because the gateway to drug addiction is alcohol and not marijuana; suggested that parents remove all the alcohol in their homes and never buy anymore.

Robert Moore, District 3, mentioned he is retired, he does not have kids to worry about, but if he was voting he would say no; stated there are too many smoke shops and would like to cut down on those; reported he has two friends that use cannabis for medical reasons but have no problems getting it from other dispensaries; felt RB is not the right place for dispensaries; mentioned Council wanted to hear from the public and his suggestion is to put it on the shelf in case they every need it but to vote no and move on.

Georgette Gantner pointed out that RB is trying to attract people for the Olympics and other events, and want to change their image on Artesia; asked why would they want dispensaries, why would they want to bring in another substance that is possibly addictive, and why would smoking be good for anyone's health; mentioned her husband was addicted and it enhanced his depression.

Gilbert Escontrias gave his perspective as a law enforcement officer at 26 years old; mentioned for eight years he was undercover; stated this business leads to other issues such as crime, sex trafficking, and things of that nature; mentioned it will end up costing the City more in the long run; provided several examples of drug related incidents; noted that many stores go into non-regulated products so they can avoid taxes; urged them to look at all the problems this industry can bring into the City; noted that if someone can not drive 5-20 minutes to buy the product, maybe they should not get high; stated this is not the place RB wants to go.

Austin Carmichael, District 5 and Chair of the Public Safety Commission, suggested the Council send this item to the Public Safety Commission to listen and take in all of the feedback, summarize it, and present it to Council; stated if that is done, they can start the application process in good faith, doing as the community requested, and hearing what the community had to say.

Karen Reed (via Zoom), District 3, stated the majority of voters in the City do not want retail cannabis; noted that when Measure E was defeated by 75%, most people incorrectly assumed that meant retail cannabis would not be in RB; quoted the Measure, "Repeal the City's ban on non-medical marijuana businesses and allow up to three

marijuana retailers in Redondo Beach.” ; realized what voters did not understand is that just meant they would not have three stores; stated now the City is trying to bring in two stores by way of an ordinance and not a vote; felt the City has spent significant money and time on this issue but it is still not reason to proceed; mentioned the number of cities that still do not want retail cannabis in their cities and questioned why RB would want to; noted many people spoke about the need to think about the youth but her issue is the impact on the commercial development of the City; felt the solution for RB is not retail cannabis but should focus on revitalizing areas such as Artesia, the Pier, PCH, and The Galleria; opined retail cannabis will drive other businesses out; stated it is okay to switch direction on this ordinance and eat the money spent if that is what is better for the City’s future; suggested if there is any doubt it should be put to a vote, surveyed, and the community should be informed and heard.

Mariam Butler (via Zoom) informed the Council that there are 55 eComments and only 5 are for cannabis; mentioned she has been very vocal about the need to improve revenue for the City; spoke about the need to improve the mall, and the Artesia Blvd corridor which would then attract businesses to RB; felt the moratorium on smoke shops was the right direction and they should stay on that route and avoid dispensaries; stated she agrees with the facts laid out by previous speakers tonight that were opposed to storefront retail cannabis; encouraged the Council to put a pause on all cannabis activity within the City of RB, to ban retail storefront dispensaries, to conduct a survey, or to put this issue on the next ballot.

Grace Peng (via Zoom), North Redondo Beach resident, spoke of living in Colorado when that state legalized cannabis and witnessed the rise of traffic fatalities; explained that when people use cannabis they lose the ability to sense whether or not they are drunk; stated she primarily bikes everywhere and is terrified to think of more people being under the influence and driving; stated she is a supporter of medical marijuana but under a doctor’s supervision and opposed to the recreational use.

Marcy Guillermo, District 1, stated she is strongly opposed to any retail store for cannabis in RB; urged the Council and City to listen to the voters and help make the City strong.

Hirsh Jain read from the Journal Pediatric Reports, “In the past decade, during which time 24 states legalized adult use marijuana sales, the percentage of eighth graders, 10<sup>th</sup> graders, and 12<sup>th</sup> graders who reported having consumed cannabis declined by 32%, 37%, and 23% respectively.”; mentioned there has been a significant decrease in youth marijuana use between 2011 and 2021 in regulated markets; urged Council to look at the facts and know that youth will access cannabis and other terrible substances through unregulated channels.

Verena Thompson, District 2, urged Council to stop the pursuit of cannabis dispensaries and to listen and honor the will of the people; stated the only voices who expressed a desire to move forward are those with a vested economic interest in opening dispensaries; urged Council to survey the community.

Analyst Villa reported no other hands raised online but there were 55 eComments of which 5 were in support of, 45 opposed, and one neutral.

Mayor Light felt the outcome was similar to their other meetings; voiced that he is torn on this issue, grew up in the military and had a clearance so never used pot and had no intention in the future since he does not like to be impaired; explained he was torn because being in the military meant he upheld the vote of the people; spoke about Measure E not being a valid measure; mentioned he attended the BeachLife Festival and he witnessed many RUHS students smoking pot and vaping; felt there is a negative stigma with getting up publicly and supporting pot as a resident; stated if the Council really wants to act based on the people a survey or an election is the only way but questioned the cost and timing of it; asked the City Manager how much a survey would cost.

City Manager Witzansky estimated it would cost \$20,000 to \$30,000 for a survey to be conducted and used FP as an example; estimated an election would cost \$280,000 but if they bundled it with another, then the incremental cost would not be too much but that would be a two-year delay.

Councilmember Obagi asked City Manager Witzansky if it is true that they can't toggle this RFA as well as everything else with this Strategic Plan and Measure FP.

City Manager Witzansky stated they were anticipating this workload as the next logical step to all of the prior years of work; noted it is in Jane Chung's work plan but it will have impact to whomever they assign from other departments; felt they will not have as many applicants as they once thought due to the prescriptive nature of the ordinance.

Councilmember Obagi agreed with everything the Mayor said; reported he was there when Measure E came around and that is exactly what all five Councilmembers told the public: Don't vote for Measure E, it is designed to serve that proponents interests, we, The Council, are working on a better ordinance, and it will be better because they are working with a task force, and will be able to modify it by a vote of the Council and will not need to do another vote of the people; spoke of the fact that nobody had mentioned, on either side of this issue, what if the City does not move forward with this and the repercussions if that happens; felt if that happens, somebody from the cannabis industry would come in and go forward with another Measure E and make the Council look like liars; stated he is not trying to fear monger everyone; mentioned that RB has not regulated alcohol or tobacco with any semblance of authority but instead followed state law and if they have police resources enforce it; pointed out the struggles the City has in enforcing smoke shops and the lack of resources to do it; stated they need to raise revenue and get push back on all the things they suggest such as charging for paramedic responses and noted people don't want their taxes raised; stated they need to figure out better ways to fund the public safety responses that RB wants and cannabis is just one option that they have thoroughly thought through; mentioned they have looked to regulate alcohol or tobacco shops in RB and said they should use the same regulations that they adopted for this cannabis ordinance because they spent so much time on getting it right; agreed the youth need to be educated on substance use; stated he can see a difference from his

own experience in high school in students who used pot and those that didn't; noted they do not have the money for youth education but some money could come from a successful cannabis operation; stated the system the City developed would specifically run audits and figure out who's up on their taxes and who's shown stamina to survive; noted that Measure CT, the cannabis tax, passed by a greater percentage than Measure E was defeated; spoke of nobody having a problem signing a document to get Measure E on the ballot and nobody had a problem signing for a recall and said residents will sign for anything to get on a ballot for people to decide on; agreed with the Mayor that there is a stigma associated with cannabis; felt the majority expect them to do what is right for the City's financial future and said their revenue sources are insufficient; told parents that Council has blocked cannabis from coming anywhere near the schools or on Artesia Blvd west of Felton; stated they do not have the resources to go after all the unlawful operations on a regular basis and need some revenue.

Motion by Councilmember Obagi to authorize the release of the City's request for commercial retail cannabis permit application process and direct staff to prepare resolutions implementing the City's process integrity guidelines policy and setting the City's cannabis application processing fees.

Councilmember Castle reiterated Councilmember Obagi's points and added that the ordinance that was put together incorporated all the issues people raised in terms of distance from schools and certain stretches of Artesia Blvd and has made it very limited; reported he heard from one cannabis company that decided to pass on applying because the process is so onerous; felt that what the City Council and staff have done created a workable ordinance; stated that the permitting process is actually a temporary process that comes up for renewal so that if there were any issues, the City could cancel and be out of the cannabis business.

Councilmember Castle seconded the motion made by Councilmember Obagi.

Mayor Light reported they have been debating this for two hours and unless one of the Councilmembers has an alternate motion, he is going to call for the vote.

Councilmember Behrendt said he doesn't have an alternate motion but stated he doesn't see this as the time to issue an RFP.

Councilmember Obagi said he respected Councilmember Behrendt's opinion but added that he spoke to Councilmember Alex Montoya, from Hawthorne, at the last COG meeting and he asked how his budget process went; stated Councilmember Montoya said great and reported they generate much of their revenue from sales tax from cannabis shops and that it has not affected the youth in his community; noted that is what has given him some confidence that they have put together a good process.

Mayor Light wanted to call the vote but Councilmember Waller asked to make a substitute motion.

Councilmember Waller made a substitute motion to perform a survey of residents prior to letting out the RFA.

Discussion followed on where to find the money for the survey, does it require a 4/5<sup>th</sup> vote, and the cost being about \$34,000 to \$40,000 if not more for the survey.

Councilmember Behrendt seconded the substitute motion made by Councilmember Waller.

Councilmember Obagi suggested a friendly amendment to make it an advisory ballot measure so it could be added to their special election for their general plan amendment.

Councilmember Waller did not accept the friendly amendment.

#### ROLL CALL VOTE

AYES:	Waller, Castle, Kaluderovic, Behrendt
NOES:	Obagi
ABSTAIN:	None

City Manager Witzansky responded to Councilmember Behrendt and stated he will get a quote back from three companies to do the survey and will bring it back to Council at year end, which is November or December; stated there will be year-end funds and Council can decide if they want to appropriate the money to support the survey and go from there.

Motion carried 4-1 by roll call vote.

Motion by Councilmember Behrendt, seconded by Councilmember Castle, for a 10-minute break at 9:40 p.m.

Motion carried 5-0 by voice vote.

#### **RECONVENE FROM RECESS – 9:53 P.M.**

#### **ROLL CALL**

Councilmembers Present:	Waller, Castle, Kaluderovic (returned at 9:54 p.m.), Obagi, Behrendt, Mayor Light
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Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Melissa Villa, Analyst/Liaison
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#### **O. CITY MANAGER ITEMS**

City Manager Witzansky reminded everyone that Closed Session would be starting at

4:00 p.m. next Tuesday and Open Session will be interviews exclusively for commission applications; reported 16 applications at the moment.

## **P. MAYOR AND COUNCIL ITEMS**

### **P.1. DISCUSSION AND POSSIBLE ACTION RELATED TO UPDATES TO THE STRUCTURE OF CITY BOARDS AND COMMISSIONS, INCLUDING POTENTIAL ELIMINATION OF THE PUBLIC SAFETY COMMISSION AND ADJUSTMENTS TO THE COMPOSITION OF THE YOUTH COMMISSION**

Mayor Light spoke about the Youth Commission and felt the staff report covered the adjustments and composition of the Youth Commission well; felt it was not controversial and noted it was done by the youth and adult Commissioners, staff, Councilmember Kaluderovic, and himself; moved on to focus on the Public Safety Commission, stated it is more controversial; reported he had complaints from the Commissioners, the public, and staff along with reported misuse of title, inaccurate and inappropriate social media posts, and more; noted the complaints were not what instigated this item but it was because he was asked to put together Rules of Conduct which included the purviews of the commissions; stated in the process he sat down with the City Manager, Police Chief and the Fire Chief; discovered that the Public Safety Commission no longer brings any value due to other services such as Community Services Officers, volunteer policing, Community Emergency Response Team (CERT), Neighborhood Watch, and Comcate being added to City services; reported they also found the Public Safety Commission topics overlap with the PWSC and had not provided any good meaningful advice to the Council; noted input from the Youth Commission was better than what the Public Safety Commission provided for the Budget and Strategic Plan this year; spoke of the Public Safety Commission delving into areas beyond their jurisdiction defined in the ordinance and gave examples; mentioned the Commission even asked the City Council to direct the City Attorney and she is an elected official, asked for a joint session with PWSC, and made statements about fraud and audits; read aloud the Public Safety Commission's published jurisdiction and noted it is not an oversight commission; stated he looked at other cities and no other beach city surrounding RB has a Public Safety Commission; mentioned Santa Monica and San Francisco have Public Safety Commissions but set up for different reasons; reported speaking to the City Manager and the Police and Fire Chiefs and they stated there has been no meaningful input from that Commission; asked the Police and Fire Chiefs to give their perspectives.

Police Chief Hoffman stated this is not about reducing community input but about modernizing and strengthening it; reported he has worked with the PSC for 20 years and has seen the changes over the course of time; thanked all the Commissioners for their service and dedication but noted it no longer functions as originally intended when it was created in 1996; spoke of the PSC not being efficient or effective in advancing public safety, that it has no oversight or decision-making authority, it creates confusion amongst the public since the PSC references their ability to oversee, their recommendations have had minimal if any impact on the City Council policy or Police Department operations; noted that technology has had a great impact on how the PD gathers input, engages the

community and operates transparently; summarized the tools the PD have adopted for engagement and transparency which includes 15 different types of resources, platforms, dashboards, survey results, drone activity, searchable data, and more; noted they have ZenCity for public sentiment analysis which provides reports to the PD that allow them to see what the actual citizens in the community are concerned about, the use SpiderTech for direct communications and surveys with people that have requested police services, and they have a very active social media presence; mentioned the PD has committed to participating in City Council and District meetings; spoke of their Quality of Life Unit where anybody can reach out and it goes to all the Support Services Bureau, Operations Bureau, and the Quality of Life Unit; spoke of Comcate and its ability for people to reach out and how they have been providing presentations to the City Council on topics of community interest, and they receive items from the Strategic Plan; stated that the methods he mentioned are more timely, more flexible, and are reflective of how residents prefer to communicate today; noted that the new methods offer two way communication, increased transparency, and much faster feedback than commission meetings; reported that the officer who is the liaison for the PSC spends 12.5% of his monthly working hours committed to work for the PSC and another lieutenant that spends eight hours a month at just the meeting and 3 hours working with the liaison to clarify meeting notes; stated that is a significant amount of time and redirecting that staff time towards frontline services would improve overall efficiency and impact for the PD.

Fire Chief Butler mentioned his experience working in another city that had 96 neighborhood councils and each council had a Public Safety Committee and noted they had a lot of duplication of effort and oversight; stated his experience with the RB PSC is they create an expectation beyond the scope of their legal authority and often offer operational input; felt the PSC is a significant draw on resources and staff work; added that information from the commission meetings are old since now communication can be done in real time with the public; stated there is a lot of legal oversight that bars them from going into further discussion and because there is mission creep from the Commission it can create some liability for the department; spoke of the times changing and that there are better ways that the City now communicates; stated that he does not see the value of the PSC and that both the Police and Fire are more integrated with the community.

City Manager Witzansky noted this is a difficult issue and that everyone needs to look deeper and understand the issue structurally; stated that everybody on the PSC has had the community's best interests at heart and want to do good work; stated two things stood out to him when evaluating the Commission structure: 1) RB is one of a very small number of cities throughout the State of California that had a double digit number of commissions and noted they consolidated a few commissions but there is not enough substantive work to keep them busy; went on to explain that the City Council and Mayor already provide oversight and critique operations and communicate them to him and that they are very active in doing so; felt the PSC in its current construct is set up to fail because they can only evaluate retrospectively and in some cases takes years before any constructive dialog can be made if there is a civil case pending or an active internal affairs investigation and they can not address publicly; explained what happens in those cases, where they

can't give the Commission information, the Commission has to seek alternative value but it isn't constructive to public safety operation or policy advice to the City Council, which is their primary charge; stated that the City does not do commissions, the Council does commissions but the City will support them, staff them, and liaison them to the best of their ability; spoke about the Commission being set up in 1996 where the era was different but times have changed and the technology of today is 100-fold better today; felt that it has reached the end of its useful life; noted they are not targeting a particular group and it is an objective comparison of the value it provides.

Mayor Light agreed with the City Manager that the construct of the PSC is not needed anymore and that much of what they have dug into lately falls under the PWSC since it deals with traffic safety mitigation issues; opened the item up to the Council.

Councilmember Waller gave some background on his experience with public safety and mentioned watching the technology change; stated there is a mismatch in the mission; asked the City Manager what the direct or indirect costs are for this Commission.

City Manager Witzansky responded that it is roughly \$50,000 for the staff time and \$10,000 for the division chief and costs for the minutes secretary and other time and energy to support it.

Councilmember Waller spoke of the PSC not being an oversight commission and it has been a big misunderstanding; felt the Council has not sent anything to the PSC in many years asking for their help.

Mayor Light pointed out that they have not had to send anything to the other commissions either and they all operate within their purview.

Discussion followed.

Gil Escontrias, Public Safety Commissioner, stated he is well aware that they are not an oversight commission but that the Council has never spoken to them about being out of their lane; said he lives under the Police Officer Bill of Rights; said everyone talks about HIPAA but no one knows what it means and they have never been asked about HIPAA violations; noted that lots has evolved as the Police Chief mentioned and said he has been involved in law enforcement for almost 45 years; felt the Council stonewalled them and that they have questions that never get answered; mentioned he was told if he complains he would be ignored; stated he pays taxes in the City and deserves better and if they want to abolish the Commission do it for a good reason.

Daniella Wodnicki, Public Safety Commissioner, came under the auspices that the PSC were being considered for dismantling because of HIPAA violations; gave some background into why she applied to the PSC; stated her mom was on the Library Commission and she grew up in a home of public service and has dedicated her career to public service; said she respects the concerns raised by the Chiefs but felt they were misleading and misguided; believed that it points to a greater need for clear

communication, structure, and guidance not elimination; noted that with Measure FP implementation, a metro station, and cannabis dispensaries on the horizon, an expansion of the City's pallet shelters, and events such as the Olympics and World Cup it is not time to reduce civilian engagement on public safety; stated transparency in government and public safety is more important now than ever; mentioned she has worked in local government for the last 20 years; spoke of the system that the Chiefs mentioned being complex and that people come to the Commission when they are confused; stated that not one member of this Council has come to the Commission for advice and mentioned she has authored a set of cannabis regulations for another town.

John Perchulyn stated that the Public Safety Commission is the only municipal body to take a genuine interest in the safety issues the residents have identified along Palos Verdes Blvd and Prospect Ave and listed the issues; spoke of when Jeff Gaul was the Chair of the PSC, he recommended that the residents attend a PSC meeting; stated the residents were heartened that the Commission listened to all their concerns and felt they had a comprehensive understanding of the traffic safety challenges of the area; noted that the issues still persist today; spoke of the collective experience of the neighborhood demonstrates that the PSC is invaluable and its dissolution would leave no standing forum dedicated to addressing the safety issues that threaten the children, pedestrians, and quality of life.

Melissa DeChandt, District 1, stated she didn't really know what this Commission did; mentioned that the traffic around Toledo is treacherous and she had been trying for seven years to get the District 1 Councilmember to respond to her; reported she attended a PSC meeting for an unrelated item and saw them actually taking action on this issue; said she was told to go to the PSC to talk about cannabis and was happy to have a body who would be looking at data and inform policy; stated she would love to see the Commission remain but perhaps with a different mandate.

Jess Money, District 3, said Jim Light said there is no valuable input from the PSC; understood that is because they are stonewalled on the information they want in order to make recommendations; stated cops hate being questioned about anything and implied they are corrupt; reported that the City Charter limits campaign contributions to any one candidate in any one election cycle to \$2,700 and the Police Officers Association gave an illegal \$11,300 to Jim Light's campaign for mayor, the mayor is the subject of a FPPC complaint and said the Chiefs appeared in uniform in violation of state law and that is why oversight is needed; felt the PSC serves a necessary and vital role and should be retained; spoke more about the illegal nature of the pallet shelters and Homeless Outreach Programs run out of the City Attorney's office.

Nancy Skiba, Public Safety Commissioner, spoke about the Commission members and their backgrounds; said they have strived to encourage people to participate at their meetings; mentioned visiting Fire Station 1 and speaking to Brian Regan and having meetings with John Perchulyn, Lila Omura, and others so they can have communication and make contributions to the City; stated they have had many referrals to staff and that their liaison, Officer Kyle Lofstrom, has said he is too busy and it gets left for months;

went on to provide other instances where they have requested information and Officer Lofstrom has stated it is confidential but when pushed he told them to do a PRR; hoped the Council would not destroy the PSC.

Austin Carmichael, Chair for the Public Safety Commission, stated he was told of this issue in a very inappropriate personal way; told the Council not to be intellectually dishonest; said he read the Administrative Report that said the reason the PSC needs to be dissolved is because of HIPAA and operational interference; voiced his frustration that the City Manager, Fire Chief and Police Chief spoke about the PSC being obsolete; stated the public relies on the PSC because many people do not know about Comcate, or how to read X,Y, and Z, and they call into their meetings or appear to ask for explanations; noted that Council does not respond to all of their emails and asked for stats on how many emails they receive and how many they respond to or how many phone calls they receive and how many they respond to; asked how many users on Comcate in relation to how many people live in the City; stated the PSC is the voice; noted that the only operational interference they are aware of is that they insisted the FD interview and hire a female firefighter; wanted her to know that she is there because of them; stated that when it comes to HIPAA both the HR person and he have 70 years of experience and they are professionals on the Commission and understand the law; urged the Council to make a credible decision.

Jonatan Cvetko said it is incredibly complicated when connecting governments with residents since there are limited time and resources; felt it isn't right to look at abolishing a committee such as the PSC when it provides a platform for the residents to have interactions with this government; encouraged Council to not look for a solution tonight but to come back to discuss and try to make a process that works for everyone; stated the PSC gives residents another touchpoint to connect with the Council.

Andy Porkchop stated he goes to the commission meetings too and it gives people a chance to speak and voice their problems; spoke of an incident he had with PD and wished there was a Police oversight committee; claimed they violated his rights; said the PSC is important and that the Council never answers their emails.

Carissa Robinson (via Zoom), District 3, asked that the Council reconsider the proposal to eliminate the PSC; stated the Commission has been the independent citizen voice on Police and Fire issues in RB for 30 years; spoke that the dismantling of the Commission is ironic given the comments and criticisms voiced earlier in the evening; understood that the Commission has not delivered as much value as hoped but felt they should modernize and improve it rather than remove it; felt that just because no other beach city has a PSC doesn't mean it is unnecessary and pointed out RB is the only city using RCV; noted the legal and operational challenges but felt solving those would be better; stated eliminating this Commission sends a clear message that independent public input on safety is being sidelined and risks eroding community trust; stated programs led by departments are valuable but they are not the same as independent citizen oversight and don't replace a dedicated forum where residents can bring forward concerns and questions; urged Council to consider reforms that would modernize and strengthen the Commission

instead of eliminating it.

Marcy Guiermo (via Zoom) said she finds it troubling to read the title of item P.1, especially in the context of ongoing concerns from the community; noted the impacts to the Police and Fire from the BeachLife Festival, the potential release of a cannabis RFP, homelessness, short term rentals, and other issues coming before the Council; stated the PSC was established as a platform for residents to report and be heard on public safety issues impacting quality of life; mentioned she has emailed the Quality of Life Prosecutor and has never heard back; said the new technologies may work well for some but not for all residents; felt that the Chief's statement to have the current Commissioners serve in more efficient and productive ways was inappropriate and they serve the residents; recommended the City investigate where all the concerns are coming from and analyze how their operations are working and said it is not in the best interests of the residents to eliminate the PSC.

Jill Klausen (via Zoom) stated she was upset with this City Council and voiced her thoughts; spoke of the bad decisions made by Council such as the \$277,000 60-unit, modular, anti-vehicle barrier system, the Homeland Security Program, and the salary of a full-time social media person; asked if the Council is hiding something; felt they are using their power to disband the PSC on completely bogus charges in order to prevent public access to legally allowed information; reported she has notified the LA County DA's office and will follow up with them; stated she will take note of who votes to disband the PSC and do everything she can to make them accountable; disagreed with the Chief's comment that eliminating the PSC will improve public safety; reprimanded Mayor Light for calling in Chair Carmichael on the day he buried his niece; said she is tech savvy and has never heard of Comcate.

Analyst Villa reported no other hands raised but there were 12 eComments opposed.

Mayor Light wanted to address some issues that were brought up; stated oversight was brought up several times and said there is nothing today or that existed in the past that was about oversight committee of the PD; the PSC is to advise the Council on broad public safety and crime prevention issues; stated that truck traffic, traffic, and bike paths are under the purview of the PWSC; stated that PRRs has nothing to do with PSC and anyone can request a PRR.

Austin Carmichael spoke out of order stating he was told that he filed too many PRRs; the Mayor warned him that he was speaking out of turn and out of order and needed to correct his behavior but agreed he had too many.

Mayor Light reported he had a witness in the meeting with Austin Carmichael and was told he filed the PRRs as a member of the public; continued to address the issues and mentioned bike lanes are also under PWSC; stated he has been there for three different Strat Plan sessions and two budget sessions and there has been nothing within the PSC purview or anything of value from the PSC and he knows they reached out; noted they received more from the Youth Commission than from the PSC; stated this Commission seems devoid of communicating with the Mayor and Council; reported that they receive

letters from other commissions but nothing from them; stated the comparison to other cities was not the only basis for this discussion, and that input was given from City Council and other issues that the Commission has taken on such as manhole covers, directing the Council to direct the City Attorney, microchipping cats, giving awards, asking for a joint session with PWSC for items directly under their purview, and looking for fraud and audit; noted they are not getting anything out of this; said if the Council would like to have the Mayor write it up as an oversight committee, they can change the whole structure and formalize it but they would need to look at the budget impact; mentioned that the PSC directed the Fire Chief to interview someone which is against the City Charter.

Councilmember Behrendt asked if the solution to modernize it, tighten it up, make the purview leaner, more focused on assigned tasks and reign in the duties and maybe limit the meetings to quarterly or every other month to address the time and staffing issues; looked at the ordinance and read "Public Safety Commission shall help serve as the citizen's voice and public safety affairs and perform other duties as directed by City Council." ; wondered if as a City Council they need to direct it that way; felt there had to be a way for citizens to interact with the Public Safety Department in a formal setting; spoke more about what is important and how the residents can have a voice; mentioned the crime reports and how to view trends and what he looks at; felt the analysis is not in the reports and it is important for citizens to be able to ask; spoke about a code for removal if a member is going outside the scope of their assigned duties, stated they can be removed by a vote of the majority of members of the Council; stated the Charter has the reasons for the commissions and that they have the power to rewrite the powers and duties of the commissions; talked about having too many commissions and maybe they need to review what each does and if they should combine them; asked to hear from other Councilmembers and the City Manager.

City Manager Witzansky stated those options are available; mentioned what you see in cities is a combined, and most have a traffic commission; noted that RB has a PWSC and stated Lomita's is a Public Safety and Traffic Commission and the liaison is the Public Works Department; spoke of RB having two commissions that, in some instances, have run in parallel course; said they could merge some of the functions into a single commission and cover most of the issues; spoke of the need to narrow down what they want to be their focused purview or desired scope and be very specific; noted that Austin Carmichael is not wrong when he said public safety could be just about anything.

Councilmember Behrendt interjected to point out that what City Manager Witzansky is saying it is very defined.

City Manager Witzansky continued to say the key is are we asking them to be ambassadors for how the City operates or conducts business or special events; noted how it is currently orchestrated can be interpreted to mean just about anything.

Councilmember Behrendt interrupted the City Manager and said to be clear, for the minutes and record, what's written within the municipal code 2-9.803 powers and duties of the Public Safety Commission is way off; it needs to be modernized and tightened up,

as Councilmember Waller noted earlier.

City Manager Witzansky touched on the topic of frequency and whether there is enough workload to address the level of specificity and the cadence would need to be readjusted.

Councilmember Behrendt mentioned monthly or quarterly.

Mayor Light noted it would be a big ripple change in the ordinances but could be accommodated; said it states every commission meets every month.

City Manager Witzansky mentioned this is where the process started, consolidating, looking into structure, determining where the City can be more effective, merging where appropriate, making sure work is not duplicated, etc.; spoke of an advisory commission not being able to provide constructive, meaningful input in a retrospective commission function to the Fire and Police Chiefs.

More discussion followed.

City Manager Witzansky noted the duplication with the cannabis ordinance since the Planning Commission already spent lots of time and energy on it and the topic of crossing guards was already addressed by the PWSC; mentioned if the Council goes down this path, they must think of specificity, appropriateness, and duplicated work effort and then who ultimately is the right liaison.

Councilmember Behrendt stated those were his thoughts and thanked the City Manager for addressing it.

Councilmember Obagi opined that there's a lot of lack of deference for our sworn firefighters and police officers including the City's two Chiefs by the Commissioners and felt that this is part of the problem; referred to what Nancy Skiba said earlier that Division Chief Regan didn't want to come back to the PSC meeting and wondered why.

City Manager Witzansky said they had assigned two officers to be supportive, to try to provide a broader perspective, and to provide the Commission with real-time information.

Councilmember Obagi pointed out that the City and Council has done everything to try to make this Commission successful; noted they have gotten zero work product from the PSC on the Strategic Plan and the budget and instead get individual emails from them with various topics or complaints; reported he had Public Safety Commissioners at his house for dinner to discuss how to make it better and it still did not change; spoke of the Police and Firefighters out and about being available to the public and interacting; gave examples of events where they engaged with the community; felt the City is not getting the bang for the buck for the amount of money that is going in for staff time with this Commission; noted that the current structure allows for mission creep and the feeling to go beyond their authority since other commissions have so much authority; felt the members are all valuable and he would like to see them involved elsewhere on other City commissions and they should have priority when the next interviews come up; said he

does favor dissolving the PSC and making the Youth Commission adjustments that have been described in the staff report.

Councilmember Kaluderovic referred to the PSC as being the citizen's voice and mentioned there are other ways for citizens to have a voice such as Coffee with a Cop, social media, Citizen's Academy, new software when someone requests PD services, etc.; stated she has invited the Chief to speak at her meetings about community statistics and he would be able to do that again; felt the Commission has morphed into being the Council's voice and that is not the intention; stated they have discussed absorbing or changing this Commission but she hasn't heard a single topic listed that would be specific to their purview; stated she wouldn't want to put a burden on the City and Council just to get them assignments and they are just searching for things.

Councilmember Castle spoke of Chief Butler saying there is a disconnect between what the public thinks that the Commission does, what the Charter says it does, what the Council expects them to do, and then what the actual Commissioners have each in giving their perspective on what their role is; stated those are all very different things and that is part of the big problem; spoke of the PSC covering what is covered in the purview of other commissions, that the public's perception of the Commission's role is wrong; said he could see dividing up the role of the PSC but also figuring out a way to give the public a voice to address concerns; stated that he felt all of them try to get back to their emails as quickly as possible.

Councilmember Obagi added to what Councilmember Kaluderovic said about the City staff being willing to talk to the public and they make themselves available anytime they request them to be.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to adopt the staff recommendation or the Mayor's recommendation to eliminate the Public Safety Commission and adjust the composition of the Youth Commission as described in the report.

Councilmember Behrendt offered a substitute motion to continue the hearing to further discuss narrowing the scope of the duties of the Public Safety Commission and/or combining certain public safety duties of the Public Safety Commission and to come back on that, while at the same time approving the recommendations on the Youth Commission tonight.

Councilmember Waller seconded the substitute motion.

Mayor Light opined that the one thing Councilmember Behrendt came up with that wasn't covered by another commission is statistics and trends for crime and accidents in the community and maybe periodic updates from public safety to them on changes.

Discussion followed.

Mayor Light called for the vote on the substitute motion.

Substitute motion did not pass by voice vote. Councilmember Behrendt and Councilmember Waller were ayes. Mayor Light called for a third yes with no answer. Mayor Light then reverted to the original motion.

Mayor Light called for the vote on the original motion.

Original motion carried by 3-2, by voice vote. Councilmember Obagi, Councilmember Kaluderovic, and Councilmember Castle were ayes. Councilmember Behrendt and Councilmember Waller were noes.

City Manager Witzansky stated, in order for this to be ultimately implemented, they need to come back with an introduction of an ordinance that would effectively modify the City's municipal code to reflect the elimination of this particular Commission that has a First Reading and then requires a Second Reading and adoption.

## **P.2. DISCUSSION AND POSSIBLE ACTION ON THE CREATION OF A CITY COUNCIL SUBCOMMITTEE TO ADDRESS THE CITY'S CROSSING GUARD PROGRAM**

**CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER**

Assistant to the City Manager Luke Smude stated this was a referral from, at the time, Mayor Pro Tem Kaluderovic on June 10<sup>th</sup> to bring back a discussion item to discuss the creation of a City Council subcommittee to discuss the City's Crossing Guard Program; mentioned she had some potential ideas for staffing and to discuss in an open forum and move forward as directed.

Councilmember Kaluderovic nominated Councilmember Behrendt because he has been so vocal on the topic.

Councilmember Behrendt spoke about the program and what he would like to do and accepted the nomination and nominated Councilmember Kaluderovic.

Mayor Light stated there can only be two.

Councilmember Obagi suggested, since they are from District 3 and District 5, they should include on the subcommittee residents from the other districts so that all can move objectively through the topics and give perspectives from all.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to form the subcommittee with Councilmembers Kaluderovic and Behrendt.

Analyst Villa reported no one online and no hands raised.

Motion carried 5-0 by voice vote.

Councilmember Behrendt spoke more on the topic of crossing guards and that he would involve the School District and the residents.

**Q. MAYOR AND COUNCIL REFERRALS TO STAFF - None**

**R. RECESS TO CLOSED SESSION**

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

**Name of Case:**

**Hardaway, Leonard Steve v. Roxane Barrientos Camey; Aguido Modesto; City of Hawthorne; City of Manhattan Beach; City of Redondo Beach; and Does 1-50, inclusive**

**Case Number: 25TRCV01762**

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

**Name of case:**

**Estate of Jose Sosa, by and through his heir and successor in interest, N.R.; N.R., individually, by and through his Guardian Ad Litem, Michelle Rodriguez; Francisca Rodriguez, individually v. Redondo Beach Police Department, a public entity; City of Redondo Beach, a public entity; and Does 1-10, inclusive**

**Case Number: 2:25-cv-2547-PA-JPR**

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

**Name of case:**

**John Bell v. City of Redondo Beach, et al.**

**Case Number: 25-3578**

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

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

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

**PROPERTY:**  
**309 Esplanade, Redondo Beach, CA 90277**

**NEGOTIATING PARTIES:**  
**Made by Meg - Meg Walker**

**UNDER NEGOTIATION:**  
**Both Price and Terms**

**S. RECONVENE TO OPEN SESSION**

**T. ADJOURNMENT – 11:35 P.M.**

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to adjourn the meeting at 11:35 p.m.

Motion carried 5-0 by voice vote.

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:00 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, July 8, 2025, in the Redondo Beach City Hall Chambers, 415 Diamond Street, Redondo Beach, CA.

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

Respectfully submitted:

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Eleanor Manzano, CMC  
City Clerk



# Administrative Report

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H.4., File # 25-0958

Meeting Date: 8/5/2025

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

## **TITLE**

### PAYROLL DEMANDS

CHECKS 30311-30335 IN THE AMOUNT OF \$22,354.50, PD. 7/18/25

DIRECT DEPOSIT 297848-298508 IN THE AMOUNT OF \$2,529,005.84, PD. 7/18/25

EFT/ACH \$9,346.45, PD. 7/3/25 (PP2514)

### ACCOUNTS PAYABLE DEMANDS

CHECKS 120606-120867 IN THE AMOUNT OF \$3,588,452.32

EFT CALPERS MEDICAL INSURANCE \$503,818.24

DIRECT DEPOSIT 100009622-100009710 IN THE AMOUNT OF \$101,091.67, PD.8/1/25

REPLACEMENT DEMANDS 120603-120605

## **EXECUTIVE SUMMARY**

Approval of Payroll and Accounts Payable

## **ATTACHMENTS**

- 08052025\_RECOMMENDATION\_TO\_APPROVE
- 08052025\_VENDOR\_INVOICE\_LIST

**RECOMMENDATION TO APPROVE  
PAYROLL AND ACCOUNTS PAYABLE  
COUNCIL MEETING AUGUST 5, 2025**

**a. Payroll Demands**

- Checks 30311-30335, \$22,354.50, Pd.7/18/25
- Direct Deposit 297848-298508, \$2,529,005.84, Pd.7/18/25
- EFT/ACH \$9,346.45, Pd. 7/3/25 (PP2514)

**b. Accounts Payable Demands**

- Checks 120606-120867, \$3,588,452.32
- EFT CalPERS Medical Insurance \$503,818.24
- Direct Deposit 100009622-100009710, \$101,091.67, Pd. 8/1/25

**Replacement Demands**

<b>120603</b>	<b>Redondo Beach Travel and Tourism (Replaced ck #110676-Stale)</b>	<b>\$60,967.91</b>
<b>120604</b>	<b>Strategic HR Services, Inc. (Replaced ck #120604-Stale)</b>	<b>\$8,498.04</b>
<b>120605</b>	<b>Transportation Concepts (Replaced ck #120605-Never rec'd)</b>	<b>\$318,105.58</b>

**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
8892 3V SIGNS & GRAPHICS, LLC.										
15753		07/01/2025	10325010	08052025	120606	91.95	07/21/2025	INV	PD	PAST DUE REMAINIG BALANCE
15160 A PLUS CONSTRUCTION										
2501305		07/16/2025	10324839	08052025	120607	325.00	07/18/2025	INV	PD	REFUNDEPOSIT FEE 2501305
15013 AAA OIL INC										
P2504441-1	7029	07/02/2025	10324463	08052025	120608	16,373.40	08/01/2025	INV	PD	4,000 GALLONS DIESEL FUEL
45 ACCO ENGINEERED SYSTEMS INC										
20708945		07/10/2025	10324690	08052025	120609	1,450.00	08/10/2025	INV	PD	BOILER TROUBLESHOOTING/RE
10623 ADLERHORST INTERNATIONAL LLC										
123423		07/04/2025	10324878	08052025	120611	140.00	08/05/2025	INV	PD	BOARDING K9 WOUTER 06/26/
123462		07/17/2025	10324761	08052025	120610	129.30	07/31/2025	INV	PD	(6) DOG ON PROPERTY SIGNS
5820 ADMINISURE										
18078		07/15/2025	10324934	08052025	120612	12,200.00	07/21/2025	INV	PD	GL & WC AUGUST 2025
13142 ADVANCED PROBLEM SOLVING LLC										
RBFD004		07/05/2025	10324854	08052025	120613	4,921.00	07/21/2025	INV	PD	FY 25/26 APS TRAINING SOF
12200 AGA ENGINEERS, INC.										
25236-IN	6263	07/08/2025	10324573	08052025	120614	1,745.00	07/18/2025	INV	PD	TASK ORDER #5 - ARTESIA I
8759 ALAN'S LAWNMOWER & GARDEN CENTER										
92873		07/15/2025	10324806	08052025	120615	504.22	08/01/2025	INV	PD	LANDSCAPE PARTS FOR PARKS
12753 ALESHIRE & WYNDER LLP										
96756		06/20/2025	10325015	08052025	120616	126.75	07/21/2025	INV	PD	5/25 SB-9 Legal Fees
12747 ALL CITY MANAGEMENT SERVICES INC										
102172		06/25/2025	10324792	08052025	120617	2,252.78	07/21/2025	INV	PD	06/08/25-06/21/25 CROSSIN
15006 ALLIANCE MARGARET M BLOOMFIELD										
6112025		07/20/2025	10324967	08052025	120618	309.39	07/20/2025	INV	PD	PART. REFUND ALLIANCE MAR
13138 ALLIANCE NEUWIRTH LEADERSHIP ACADEMY										
6092025		07/20/2025	10324965	08052025	120619	687.62	07/20/2025	INV	PD	PARTIAL REFUND ALLIANCE N

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13139 ALLIANCE VIRGIL ROBERTS LEADERSHIP										
6102025		07/20/2025	10324966	08052025	120620	606.93	07/20/2025	INV	PD	PARTIAL REFUND ALLIANCE V
144 AMERICAN CITY PEST CONTROL INC.										
848917		07/18/2025	10324912	08052025	120621	112.50	07/18/2025	INV	PD	July 2025 American City P
12924 AMERICAN GUARD SERVICES INC										
INV166793	6606	06/30/2025	10324895	08052025	120622	15,747.81	06/30/2025	INV	PD	June 2025 RBTC Security S
168 AMERICAN SAILING ASSN										
507183		07/15/2025	10324553	08052025	120623	3,180.40	07/15/2025	INV	PD	507183 ASA SAILING BOOKS
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21259011	7019	07/03/2025	10324531	08052025	120624	279.20	07/17/2025	INV	PD	07/03/2025 JAIL LINEN SER
21260854	7019	07/08/2025	10324533	08052025	120624	262.45	07/17/2025	INV	PD	07/08/2025 JAIL LINEN SER
21262810	7019	07/11/2025	10324534	08052025	120624	279.20	07/17/2025	INV	PD	07/11/2025 JAIL LINEN SER
21264707	7019	07/15/2025	10324630	08052025	120624	276.75	07/17/2025	INV	PD	07/15/2025 JAIL LINEN SER
						1,097.60				
213 AQUA-FLO										
SI2563327		07/02/2025	10324754	08052025	120625	174.64	07/16/2025	INV	PD	IRRIGATION SUPPLIES-PARKS
11925 ARDURRA GROUP, INC.										
168695	6938	07/21/2025	10325033	08052025	120626	35,090.00	07/21/2025	INV	PD	CONSTRUCTION MANAGEMENT R
15139 AT&T MOBILITY										
X06042025		05/26/2025	10324887	08052025	120627	222.01	07/21/2025	INV	PD	FIRSTNET MOBILE HOTSPOT
X07042025		06/26/2025	10324890	08052025	120627	120.72	07/21/2025	INV	PD	FIRSTNET MOBILE HOTSPOT
						342.73				
9148 AUTOLIFT										
26684		07/14/2025	10324582	08052025	120628	1,947.50	08/14/2025	INV	PD	LIFT ANNUAL INSPECTION FO
291 BAKER & TAYLOR										
2039119863		06/19/2025	10324354	08052025	120629	889.46	07/19/2025	INV	PD	BOOKS
2039135543		06/24/2025	10324355	08052025	120629	827.08	07/24/2025	INV	PD	BOOKS
2039150746		06/24/2025	10324356	08052025	120629	69.43	07/24/2025	INV	PD	JUVY BOOKS
2039152927		06/24/2025	10324357	08052025	120629	6.02	07/24/2025	INV	PD	JUVY BOOK
H72712660		06/13/2025	10324358	08052025	120629	28.80	07/13/2025	INV	PD	AUDIOVISUAL
H72724890		06/14/2025	10324359	08052025	120629	37.01	07/14/2025	INV	PD	AUDIOVISUAL
H72765420		06/20/2025	10324360	08052025	120629	24.67	07/20/2025	INV	PD	AUDIOVISUAL
H72776260		06/21/2025	10324361	08052025	120629	69.91	07/21/2025	INV	PD	AUDIOVISUAL
						1,952.38				
10884 BANNER BANK										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
18986-RET	6425	07/08/2025	10324576	08052025	120630	7,804.57	07/18/2025	INV	PD	MBB RESURFACING PROJECT #	
6328 BAYSIDE MEDICAL CENTER											
00185127		07/05/2025	10324541	08052025	120631	2,035.00	07/17/2025	INV	PD	Inmate Medical Clearances	
5439 BEAR CONTRACTORS INC.											
68185		07/01/2025	10324563	08052025	120632	150.00	08/01/2025	INV	PD	ALARM MONITORING FOR 303	
68189		07/01/2025	10324562	08052025	120632	150.00	08/01/2025	INV	PD	ALARM MONITORING FOR 1922	
68191		07/01/2025	10324556	08052025	120632	150.00	08/01/2025	INV	PD	ALARM MONITORING FOR 415	
68193		07/01/2025	10324561	08052025	120632	150.00	08/01/2025	INV	PD	ALARM MONITORING FOR 280	
68194		07/01/2025	10324559	08052025	120632	150.00	08/01/2025	INV	PD	ALARM MONITORING 302 FLAG	
68452		07/01/2025	10324565	08052025	120632	195.00	08/01/2025	INV	PD	ALARM MONITORING FOR 2000	
68679		07/01/2025	10324558	08052025	120632	255.00	08/01/2025	INV	PD	ALARM MONITORING FOR 101	
						1,200.00					
354 BENNET-BOWEN & LIGHTHOUSE											
3035342		03/26/2025	10324572	08052025	120633	484.52	04/26/2025	INV	PD	UNIT 261-25 LED LIGHTS	
3036860		07/09/2025	10324615	08052025	120633	364.37	08/08/2025	INV	PD	UNIT 897 BACK UP CAMERA	
						848.89					
15134 BESS TESTLAB INC											
51257		06/27/2025	10324585	08052025	120634	1,930.00	07/18/2025	INV	PD	UTILITY DESIGNATION & EM	
10879 BH SUNRISE LLC											
E2024-013		07/10/2025	10324646	08052025	120635	325.00	07/18/2025	INV	PD	REFUND PERMIT E2024-013 2	
E2024-155		07/09/2025	10324645	08052025	120635	1,194.00	07/18/2025	INV	PD	REFUND PERMIT E2024-155 2	
						1,519.00					
384 BILL'S SOUND SYSTEMS, INC.											
45574		02/20/2025	10324516	08052025	120636	552.00	03/20/2025	INV	PD	SECURITY SYSTEM SERVICE A	
12758 BIRBEIRE, SIMONE											
00052025		07/14/2025	10324535	08052025	120637	2,887.50	07/14/2025	INV	PD	00052025 BRICKS CAMPS 1SU	
00052026		07/14/2025	10324532	08052025	120637	1,925.00	07/14/2025	INV	PD	00052026 BRICKS CAMPS 1SU	
						4,812.50					
12925 BKF ENGINEERS											
25040508	6945	07/08/2025	10324834	08052025	120638	58,605.62	07/18/2025	INV	PD	TS COMMUN. NETWORK SYSTEM	
11059 BLACKSTONE PUBLISHING											
2201315		06/18/2025	10324344	08052025	120639	221.56	07/18/2025	INV	PD	AUDIOVISUAL	
2201423		06/19/2025	10324345	08052025	120639	239.14	07/19/2025	INV	PD	AUDIOVISUAL	
2202428		06/27/2025	10324348	08052025	120639	104.98	07/27/2025	INV	PD	AUDIOVISUAL	
2202434		06/27/2025	10324347	08052025	120639	157.42	07/27/2025	INV	PD	AUDIOVISUAL	

# 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
3121 BLUE DIAMOND						723.10				
4158775		07/07/2025	10324793	08052025	120640	1,557.40	08/10/2025	INV	PD	A/C FINE, SHEET ASPHALT -
4173803		07/14/2025	10324803	08052025	120640	1,857.87	08/10/2025	INV	PD	A/C FINE, SHEET ASPHALT -
						3,415.27				
15141 BOUVIER-BROWN, ANDREW										
164379		07/15/2025	10324591	08052025	120641	200.00	07/15/2025	INV	PD	REFUND 164379 WP RETURN D
4716 BROADCAST MUSIC, INC.										
12212887		07/20/2025	10324969	08052025	120642	889.00	07/20/2025	INV	PD	MUSIC LICENSING 7/1/2025
577 CALIFORNIA WATER SERVICE										
0125637138- FY25		07/09/2025	10324742	08052025	120643	1,357.41	07/28/2025	INV	PD	500 FISHERMANS WHARF 6/10
0125637138- FY26		07/09/2025	10324743	08052025	120643	48.97	07/28/2025	INV	PD	500 FISHERMANS WHARF 7/1-
4829034224- FY25		06/30/2025	10324663	08052025	120643	145.61	07/21/2025	INV	PD	230 PORTOFINO WAY 5/8-6/9
48290342240- FY26		06/30/2025	10324664	08052025	120643	73.47	07/21/2025	INV	PD	230 PORTOFINO WAY 7/1-7/3
6679269167-062325		06/23/2025	10324661	08052025	120643	4,980.43	07/14/2025	INV	PD	116 YACHT CLUB WAY, 137 I
6682231418-062525		06/25/2025	10324660	08052025	120643	170.18	07/14/2025	INV	PD	1505 FLAGLER/ 1928 NELSON
9968051525-061925		06/19/2025	10324662	08052025	120643	2,908.15	07/08/2025	INV	PD	PORTOFINO WAY 5/8-6/9/25
						9,684.22				
594 CANON FINANCIAL SERVICES, INC.										
41470427	6849	07/15/2025	10324586	08052025	120644	4,369.99	07/15/2025	INV	PD	Year 2 of 5 Canon Lease M
15028 CANON USA INC										
6012463409	6916	07/15/2025	10324624	08052025	120645	8,903.31	07/15/2025	INV	PD	PER PAGE COPY CHARGES FOR
615 CARTER SERVICES, INC.										
598683		07/21/2025	10325037	08052025	120646	2,131.62	07/21/2025	INV	PD	REPAIRS - ICE MAKER, WEST
620 CASHIER-CDFA										
SECONDQUARTER2025		07/15/2025	10324568	08052025	120647	1,368.00	07/15/2025	INV	PD	FM SECONDQUARTER2025 CDFA
15020 CENGAGE LEARNING INC										
999100620395		06/24/2025	10324342	08052025	120648	117.66	07/24/2025	INV	PD	BOOKS
999100628864		06/25/2025	10324343	08052025	120648	131.69	07/25/2025	INV	PD	BOOKS
						249.35				
13232 CENICEROS, ANGELICA										
POA SPRING 2025		05/23/2025	10324924	08052025	120649	482.73	07/21/2025	INV	PD	POA COMPUTER FORENSICS &
660 CHARLES ABBOTT ASSOCIATES INC										

# CITY OF REDONDO BEACH



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69116	6497	07/08/2025	10324863	08052025	120650	5,913.75	07/18/2025	INV	PD	POLYSTYRENE,SINGLE-USE PL
13000 CHARTER COMMUNICATIONS										
237747601070125		07/01/2025	10324763	08052025	120651	458.58	07/21/2025	INV	PD	07/2025 MONTHLY CHARGES A
13421 CHAUNCEY, STEVE										
09020905		07/17/2025	10324780	08052025	120652	300.00	07/17/2025	INV	PD	TUITION RADAR LASER CLASS
8394 CHAVES MICHEL, RENEE										
063025MILEAGE		07/14/2025	10324547	08052025	120653	74.83	07/14/2025	INV	PD	RMICHEL MILEAGE REIMBUSEM
8421 CHK AMERICA, INC.										
I7241	5695	06/30/2025	10324897	08052025	120654	2,550.00	06/30/2025	INV	PD	CHK Brochure Update Graph
14581 CHOI, JENNY										
166511		07/15/2025	10324599	08052025	120655	290.00	07/15/2025	INV	PD	REFUND 166511 1SUM0308-06
12873 CJ CONCRETE CONSTRUCTION INC										
3	6919	07/02/2025	10324607	08052025	120656	78,147.00	07/18/2025	INV	PD	CITYWIDE SIDEWALK REPLACE
14427 CLIFTONLARSONALLEN LLP										
L251438161	6453	07/15/2025	10325083	08052025	120657	16,390.50	07/15/2025	INV	PD	FISCAL YEAR AUDITING SERV
15130 COALITION TRALER PARTS & SERVICE LLC										
1785		06/30/2025	10324518	08052025	120658	1,295.00	07/30/2025	INV	PD	WINCH AND BATTERY W/BOX F
11907 COBRA-ADVANTAGE ADMINISTRATORS										
185829		06/30/2025	10324915	08052025	120659	460.85	07/21/2025	INV	PD	BENEFITS-PARTICIPANT FEES
8889 COMMLINE, INC.										
0486231-IN	7032	02/26/2025	10324758	08052025	120660	76,403.25	07/21/2025	INV	PD	YEAR 4 FY25-26 COMMUNICAT
0501574-IN		07/15/2025	10324845	08052025	120660	2,877.32	07/21/2025	INV	PD	MARINE TRANSCEIVER INSTAL
15152 CORTEZ, SOLEDAD										
168315		07/16/2025	10324684	08052025	120661	200.00	07/16/2025	INV	PD	REFUND 168315 WP RETURN D
12643 COUNTY OF LOS ANGELES										
LOA-CRB 2425-02		06/12/2025	10325029	08052025	120662	145,927.74	07/21/2025	INV	PD	Pallet Shelter Services f
5498 CROSSROADS SOFTWARE, INC.										
7858		05/30/2025	10324822	08052025	120663	1,500.00	06/29/2025	INV	PD	07/01/25-06/30/26 ANNUAL

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
8511 CROWELL & MORING, LLP.											
012512698		03/03/2025	10324983	08052025	120664	161,111.40	07/21/2025	INV	PD	2/25 9300 wilshire Invers	
14576 CSI SERVICES INC											
5		03/06/2025	10324583	08052025	120665	92,408.94	07/18/2025	INV	PD	INT'L BOARDWALK SURFACE R	
12955 CSM IN TRUST FOR USAA											
070225		07/02/2025	10324957	08052025	120666	870.11	07/21/2025	INV	PD	6/25 USAA aso K. Smith PD	
8372 CULLIGAN OF SANTA ANA											
1998579		06/30/2025	10324747	08052025	120667	43.82	07/20/2025	INV	PD	DRINKING WATER PD PIER SU	
1998618		06/30/2025	10324748	08052025	120667	45.06	07/20/2025	INV	PD	CH DRIKING WATER 7/1-7/31	
1998639		06/30/2025	10324820	08052025	120667	155.00	07/20/2025	INV	PD	07/2025 WATER SERVICE DIS	
1998843		06/30/2025	10324819	08052025	120667	44.22	07/20/2025	INV	PD	07/2025 WATER SERVICE INV	
						288.10					
15133 DALY, DEVIN											
E2024-2181		05/29/2025	10324437	08052025	120668	1,054.00	07/18/2025	INV	PD	REFUND PERMIT E2024-2181	
8839 DANCE 1 STUDIO											
D1-003		07/17/2025	10324712	08052025	120669	789.60	07/17/2025	INV	PD	D1-003 DANCE1SUMCLASSES 1	
D1-004		07/18/2025	10324925	08052025	120669	3,118.50	07/18/2025	INV	PD	D1-004 DANCE1SUMMERCAMP 1	
						3,908.10					
919 DANIELS TIRE SERVICE											
200542593		06/26/2025	10324566	08052025	120670	963.98	07/10/2025	INV	PD	STOCK TIRES	
971 DEPARTMENT OF JUSTICE											
781185		12/04/2024	10324921	08052025	120672	416.00	07/21/2025	INV	PD	FINGERPRINTS NOVEMBER 202	
820078		06/04/2025	10324810	08052025	120671	411.00	07/17/2025	INV	PD	05/2025 FINGERPRINT APPS	
821444		06/04/2025	10324922	08052025	120673	480.00	07/21/2025	INV	PD	FINGERPRINTS MAY 2025	
828535		06/30/2025	10324923	08052025	120674	416.00	07/21/2025	INV	PD	FINGERPRINTS JUNE 2025	
						1,723.00					
11884 DIAMOND ENVIRONMENTAL SERVICES LP											
0006285358		06/23/2025	10324751	08052025	120675	330.35	07/23/2025	INV	PD	SANI UNI PORTOFINO WAY 6/	
14035 DIAZ, LAURA FLORES											
071425		06/30/2025	10324882	08052025	120676	202.90	07/21/2025	INV	PD	DIAZ - TRAVEL EXPENSE REP	
986 DICKERT, RICHARD											
DICKERT062025		06/30/2025	10324741	08052025	120677	120.00	07/18/2025	INV	PD	MONTHLY RAINFALL REPORTS	

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10499	DISABILITY ACCESS CONSULTANTS, LLC									
25-221	6702	07/08/2025	10324329	08052025	120678	2,350.00	07/18/2025	INV	PD	COMPLIANCE WITH AMERICANS
	13893 DORI CUSTOM HOMES									
2107	ERNEST-REFUND	07/18/2025	10324841	08052025	120679	3,000.00	07/18/2025	INV	PD	DEMO REFUND FOR 2107 ERNE
	10748 DOUG & SONS PEST CONTROL									
47795		06/25/2025	10324515	08052025	120680	125.00	07/26/2025	INV	PD	ONE TIME JOB AT MORRELL H
	14496 DRAG, DENNIS									
164172		07/15/2025	10324595	08052025	120681	400.00	07/15/2025	INV	PD	REFUND 164172 PPSENIOR CT
	1055 EASY READER									
ER25071015		07/10/2025	10324840	08052025	120682	385.00	07/18/2025	INV	PD	USED OIL RECYCLING AD
RD25-048	6519	06/30/2025	10324892	08052025	120682	157.50	07/21/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-049		06/30/2025	10324891	08052025	120682	220.00	07/21/2025	INV	PD	LEGAL ADS PUBLISHING
RD25-050	6519	06/30/2025	10325012	08052025	120682	195.00	07/21/2025	INV	PD	LEGAL ADS PUBLISHING
						957.50				
	14461 ECOKAI ENVIRONMENTAL INC									
CRB01-25-01	6461	07/21/2025	10325080	08052025	120683	16,978.84	07/21/2025	INV	PD	CONSULTING SERVICES SEASI
	13793 ED'S FENCING INC.									
5114	6891	07/09/2025	10325060	08052025	120684	6,350.00	08/09/2025	INV	PD	REPLACE FENCING AT EATON
	7959 EJ WARD, INC									
EJ-INV-1933		07/11/2025	10324602	08052025	120685	167.41	08/10/2025	INV	PD	FUEL FOBS FOR SHOP
	3655 EQUIFAX INFORMATION SERVICES, LLC									
2066586588		07/07/2025	10324874	08052025	120686	128.00	08/05/2025	INV	PD	MONTHLY CREDIT REPORTING
	14994 EQUIFAX WORKFORCE SOLUTIONS									
2066418414		06/30/2025	10324911	08052025	120687	875.00	07/21/2025	INV	PD	UNEMPLOYMENT CASE MANAGEM
	13645 EVAN BROOKS ASSOCIATES, INC.									
25007-1	6010	07/16/2025	10324696	08052025	120688	2,957.50	07/16/2025	INV	PD	CONSULTANT SERVICES FOR G
	8822 EXSEL, INC.									
14626		07/09/2025	10324400	08052025	120689	376.35	07/09/2025	INV	PD	STEP AND REPEAT NEW LOGO
	1176 FEDERAL EXPRESS CORPORATION									
8-920-44343		07/11/2025	10325084	08052025	120690	13.64	07/15/2025	INV	PD	POSTAGE

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8-921-33230		07/17/2025	10324713	08052025	120690	87.76	07/17/2025	INV	PD	FEDEX - DELIVERY FOR STAP
13726 FIFTH ROW CENTER PERFORMING ARTS						101.40				
5102025		07/20/2025	10324962	08052025	120691	857.84	07/20/2025	INV	PD	PARTIAL REFUND - 5TH ROW
10479 FLYING LION, INC.										
2423	6524	07/01/2025	10324756	08052025	120692	1,304.99	07/31/2025	INV	PD	07/2025 DRONE LEASE AND F
11966 FRANCIS, JESSE										
TEAMSTERS	06/10/2025	03/31/2025	10324926	08052025	120693	339.34	07/21/2025	INV	PD	TEAMSTERS PLUMBING 1 06/1
14424 FRANCISCO & ASSOCIATES INC										
4124	7026	07/08/2025	10324327	08052025	120694	20,188.33	07/18/2025	INV	PD	CONSULTING SERVICES REFUS
10825 FRANCO AUTO UPHOLSTERY										
17475		07/03/2025	10324498	08052025	120695	15.45	08/02/2025	INV	PD	UNIT 675 FLOOR MAT REPAIR
17480		07/08/2025	10324475	08052025	120695	150.00	08/07/2025	INV	PD	UNIT 135-18 REPAIR BUCKET
17483		07/08/2025	10324612	08052025	120695	300.00	08/07/2025	INV	PD	UNIT 362 REPAIR UPHOLSTER
17487		07/11/2025	10324580	08052025	120695	25.00	08/11/2025	INV	PD	UNIT 615-07 TRIM REUPHOLS
17490		07/15/2025	10324906	08052025	120695	300.00	08/15/2025	INV	PD	UNIT 135-12 REUPHOLSTERY
10191 FRONTIER						790.45				
2091885137-340276		07/22/2025	10325057	08052025	120696	13,323.97	07/22/2025	INV	PD	2091885137-340276 RBPD 64
1289 GALLS INCORPORATED										
031860823		07/08/2025	10324857	08052025	120697	47.48	07/21/2025	INV	PD	FF/PM UNIFORMS - GARRETT
031873611		07/09/2025	10324855	08052025	120697	150.04	07/21/2025	INV	PD	FF/PM UNIFORMS - OLVERA D
031929541		07/15/2025	10324858	08052025	120697	172.62	07/21/2025	INV	PD	UNIFORMS DIVISION CHIEF -
11093 GANAHL LUMBER						370.14				
151163013	6943	07/03/2025	10324555	08052025	120698	7,766.00	08/20/2025	INV	PD	PURCHASE LUMBER FOR 100 F
1300 GAS COMPANY, THE										
06964443334-063025		06/30/2025	10324658	08052025	120699	5,144.74	07/24/2025	INV	PD	301 ESPLANADE, 3007 VAIL
16503508778-0625		07/08/2025	10324766	08052025	120699	11,216.02	07/27/2025	INV	PD	CNG FUEL 6/1 - 7/1/25
SoCalGas6.10-7.10.25		06/30/2025	10324900	08052025	120699	15.49	06/30/2025	INV	PD	SoCalGas 6.10-7.10.25
12100 GENERAL NETWORKS CORP.						16,376.25				
121735	7022	07/15/2025	10324578	08052025	120700	14,065.00	07/15/2025	INV	PD	Barracuda Cloud Email Arc
130186	7022	07/10/2025	10324413	08052025	120700	4,999.00	07/10/2025	INV	PD	Barracuda Cloud Email Arc

# 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	
						19,064.00					
7023 GEOSYNTEC											
639227	6791	07/21/2025	10325030	08052025	120701	5,356.31	07/21/2025	INV	PD	ENVIRONMENTAL SUPPORT SER	
639228	6791	07/21/2025	10325031	08052025	120701	7,026.20	07/21/2025	INV	PD	ENVIRONMENTAL SUPPORT SER	
						12,382.51					
14040 GLOBAFONE, INC.											
202507-56	6947	07/10/2025	10324435	08052025	120702	9,276.00	07/10/2025	INV	PD	Iridium PTT Service for F	
6345 GOLD COAST TOURS, INC.											
437596		07/15/2025	10324552	08052025	120703	1,375.00	07/15/2025	INV	PD	437596 SENIORBUSTRIIP CHEE	
439127		07/18/2025	10324913	08052025	120703	1,221.00	07/18/2025	INV	PD	439127 SENIORBUSTRIIPBEVER	
						2,596.00					
3706 GOLDEN STATE WATER											
48470300004-70925		07/09/2025	10324739	08052025	120704	589.94	07/30/2025	INV	PD	INGLEWOOD PKW SE/LAWNDALE	
5471900009-070325		07/03/2025	10324735	08052025	120704	243.96	07/24/2025	INV	PD	REDONDO BB/ARTESIA, LAWND	
77298524149-70925		07/09/2025	10324740	08052025	120704	558.26	07/30/2025	INV	PD	16214 INGLEWOOD AVE IRR/L	
						1,392.16					
1372 GRAINGER											
9560909989		07/02/2025	10324328	08052025	120705	449.36	07/18/2025	INV	PD	OFFICE SUPPLIES	
9412 GREENSTREET AUTO SPA											
202506-1		07/07/2025	10324691	08052025	120706	898.00	07/22/2025	INV	PD	CAR WASHES FOR CITY VEHIC	
15142 GUIMARAES, TYLER											
164382		07/15/2025	10324589	08052025	120707	400.00	07/15/2025	INV	PD	REFUND 164382 AV RETURN D	
5663 HAWTHORNE SCHOOL DISTRICT											
6122025		07/20/2025	10324968	08052025	120708	874.50	07/20/2025	INV	PD	PARTIAL REFUND - HAWTHORN	
1475 HERMOSA SCHOOL OF DANCE AND MUSIC											
5312025		07/20/2025	10324964	08052025	120709	483.09	07/20/2025	INV	PD	PARTIAL REFUND - SDM - 5/	
6750 HF & H CONSULTANTS, LLC											
9722333	6633	07/09/2025	10324708	08052025	120710	4,117.75	08/09/2025	INV	PD	2024 REVIEW 2ND AMENDMENT	
8637 HI-WAY SAFETY, INC.											
173193		06/19/2025	10324725	08052025	120711	221.58	07/19/2025	INV	PD	TEMPORARY SIGNS FOR PARKS	
173770		06/30/2025	10324716	08052025	120711	2,471.05	07/30/2025	INV	PD	ORANGE CONES, BARRICADES,	
4009		04/29/2025	10324733	08052025	120711	-439.84	04/29/2025	CRM	PD	CREDIT MEMO FOR ORIGINAL	

# 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
7831 HIRSCH & ASSOCIATES INC						2,252.79				
JOB #1905, PB #16	6280	07/08/2025	10324574	08052025	120712	2,220.00	07/18/2025	INV	PD	ON-CALL AGREEMENT TASK OR
1509 HOM-WONG, DAISY										
169520-197.20		07/10/2025	10324405	08052025	120713	1,695.20	07/10/2025	INV	PD	TYLER TECH SAN ANT TX DAI
15150 HUANOSTO, LAUREN										
166485		07/15/2025	10324601	08052025	120714	429.00	07/15/2025	INV	PD	REFUND 166485 1SUM0304-09
3519 HUNTINGTON BEACH HONDA										
119298		06/02/2025	10324779	08052025	120715	1,594.25	06/02/2025	INV	PD	REPAIR 2020 HONDA CRF1100
3760 IBARRA-ARMAS, KRISTY										
05052025-1		07/16/2025	10324657	08052025	120716	661.50	07/16/2025	INV	PD	05052025-1 SUMMER2025 1AP
8433 INGRAM LIBRARY SERVICES										
88739303		06/17/2025	10324350	08052025	120717	44.54	07/17/2025	INV	PD	BOOKS
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130114373		07/01/2025	10324500	08052025	120718	781.20	08/02/2025	INV	PD	STOCK BATTERIES
7539 JACK J. ROEHM DRYWALL CONSTRUCTION										
273		07/10/2025	10324455	08052025	120719	1,600.00	08/10/2025	INV	PD	DRYWALL WORK AT CA'S OFFI
13857 JENSON, JOHN										
168316		07/16/2025	10324685	08052025	120720	200.00	07/16/2025	INV	PD	REFUND 168316 WP RETURN D
11296 JOE MAR POLYGRAPH & INVESTIGATION										
25-037-RBPD		06/24/2025	10324807	08052025	120721	250.00	07/17/2025	INV	PD	POLYGRAPH T MILLER DISPAT
25-038-RBPD		07/06/2025	10324770	08052025	120721	250.00	07/17/2025	INV	PD	POLYGRAPH L GARCIA CADET
25-039-RBPD		07/15/2025	10324771	08052025	120721	250.00	07/17/2025	INV	PD	POLYGRAPH C BARRY OFFICER
						750.00				
13844 JOHNSON, BRIAN										
164380		07/15/2025	10324596	08052025	120722	200.00	07/15/2025	INV	PD	REFUND 164380 WP RETURN D
3585 JONES, NANCY										
JUNE2025		07/09/2025	10324365	08052025	120723	2,136.00	07/09/2025	INV	PD	JUNE2025 FARMERSMARKET MA
15140 KAWAGOE, MIRIAN										

# CITY OF REDONDO BEACH



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164378		07/15/2025	10324592	08052025	120724	200.00	07/15/2025	INV	PD	REFUND 164378 AV RETURN D
1742 KEYSER MARSTON ASSOCIATES INC										
39873	5219	07/10/2025	10324471	08052025	120725	1,305.00	07/10/2025	INV	PD	AFFORDABLE HOUSING CONSUL
7048 KIDS ARTISTIC REVUE										
5152025		07/20/2025	10324963	08052025	120726	10,492.49	07/20/2025	INV	PD	PARTIAL REFUND KAR 5/15-1
15146 KILEY-MORROW, KARIN										
164381		07/15/2025	10324590	08052025	120727	200.00	07/15/2025	INV	PD	REFUND 164381 WP RETURN D
4943 KIMBALL MIDWEST										
103520056		07/01/2025	10324476	08052025	120728	693.27	08/02/2025	INV	PD	HARDWARE STOCK FOR SHOP
103529251		07/03/2025	10324505	08052025	120728	343.33	08/02/2025	INV	PD	STOCK HARDWARE SUPPLIES
						1,036.60				
1749 KING HARBOR MARINE CENTER										
39604		06/30/2025	10324788	08052025	120729	1,849.66	06/30/2025	INV	PD	MEU BOAT MAINTENANCE 06/3
12546 KINGDOM CAUSES										
2025-0500052		05/31/2025	10324953	08052025	120730	23,387.73	07/21/2025	INV	PD	5/25 Outreach and Engagem
5855 KOSMONT COMPANIES										
2208.12-024	6586	06/30/2025	10324346	08052025	120731	8,808.80	07/21/2025	INV	PD	KOSMONT REAL ESTATE SERVI
12548 L.A. COUNTY DHS										
PM 2025-7A		06/09/2025	10324885	08052025	120732	310.00	07/21/2025	INV	PD	PM ACCREDITATION (P13647,
PM 2025-8C		04/16/2025	10324883	08052025	120732	465.00	07/21/2025	INV	PD	PM ACCREDITATION (P13461,
						775.00				
10899 LA UNIFORMS										
27388		06/06/2025	10324724	08052025	120733	395.52	07/17/2025	INV	PD	PETERSON UNIFORMS DISPATC
27574		06/19/2025	10324726	08052025	120733	728.79	07/17/2025	INV	PD	SPRENGEL UNIFORMS
27686		06/24/2025	10324825	08052025	120733	2,340.85	07/21/2025	INV	PD	RECRUIT GUTIERREZ UNIFORM
27692		06/24/2025	10324826	08052025	120733	827.14	07/21/2025	INV	PD	ANDERSON UNIFORM - PROMOT
						4,292.30				
12843 LAMBERTH, JOSIE										
166487		07/15/2025	10324597	08052025	120734	214.50	07/15/2025	INV	PD	REFUND 166487 1SUM0304-07
9936 LARRY WALKER ASSOCIATES										
00531.05-8	6637	07/08/2025	10324880	08052025	120735	3,934.80	07/18/2025	INV	PD	NPDES SERVICES
14934 LAU, MELINDA										

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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
2025-116 PWSC		06/30/2025	10324876	08052025	120736	675.00	07/21/2025	INV	PD	MEETING MINUTES FOR PUBLI	
2025-122-CC		06/30/2025	10324636	08052025	120736	1,275.00	07/21/2025	INV	PD	MEETING MINUTES FOR CC -	
2025-123-CC		06/30/2025	10324634	08052025	120736	1,317.50	07/21/2025	INV	PD	MEETING MINUTES FOR CC -	
2025-124-TRANSCRIPT		06/30/2025	10324633	08052025	120736	552.50	07/21/2025	INV	PD	TRANSCRIPT REVIEW	
2025-125 PSC		06/30/2025	10324719	08052025	120736	382.50	07/21/2025	INV	PD	MEETING MINUTES FOR PUBLI	
2025-125-CC		06/30/2025	10324631	08052025	120736	1,147.50	07/21/2025	INV	PD	MEETING MINUTES FOR CC -	
2025-126 PWSC		06/30/2025	10325009	08052025	120736	637.50	07/21/2025	INV	PD	MEETING MINUTES FOR PUBLI	
2025-127-CC		07/16/2025	10324650	08052025	120736	1,402.50	07/21/2025	INV	PD	MEETING MINUTES FOR CC - 7	
2025-128-CC		07/09/2025	10324731	08052025	120736	637.50	07/21/2025	INV	PD	MEETING MINUTES FOR CC -	
						<b>8,027.50</b>					
15163 LAW OFFICES OF CHRISTIAN CONTRERAS PLC											
070725		07/07/2025	10325017	08052025	120737	4,625.41	07/21/2025	INV	PD	Law Offices of Christian	
14071 LEADSONLINE LLC											
417849	7034	04/15/2025	10324821	08052025	120738	9,394.00	07/21/2025	INV	PD	FY25-26 LICENSE POWERPLUS	
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.											
345669		03/12/2025	10324611	08052025	120739	8,312.00	07/21/2025	INV	PD	2/25 D. Glenn Legal Fees	
345670		03/12/2025	10324618	08052025	120739	3,786.93	07/21/2025	INV	PD	2/25 K. Deckers Legal Fee	
345673		03/12/2025	10324616	08052025	120739	1,662.50	07/21/2025	INV	PD	2/25 C. Garcia Legal Fees	
348436		04/13/2025	10324620	08052025	120739	2,500.00	07/21/2025	INV	PD	2/25 C. Garcia Legal Fees	
348438		04/13/2025	10325003	08052025	120739	112.48	07/21/2025	INV	PD	12/24 CA Emergency Med. S	
348440		04/13/2025	10324815	08052025	120739	13,885.63	07/21/2025	INV	PD	3/25 K. Deckers Legal Fee	
348443		04/13/2025	10324814	08052025	120739	4,380.97	07/21/2025	INV	PD	3/25 C. Garcia Legal Fees	
354206		06/01/2025	10324951	08052025	120739	3,600.00	07/21/2025	INV	PD	4/25 C. Garcia Legal Fees	
354208		06/01/2025	10324952	08052025	120739	3,632.95	07/21/2025	INV	PD	4/25 C. Garcia Legal Fees	
354509		06/25/2025	10324998	08052025	120739	7,203.15	07/21/2025	INV	PD	5/25 D. Glenn Legal Fees	
354510		06/25/2025	10324999	08052025	120739	9,726.99	07/21/2025	INV	PD	5/25 K. Deckers Legal Fee	
354511		06/25/2025	10325000	08052025	120739	11,472.50	07/21/2025	INV	PD	5/25 C. Garcia Legal Fees	
						<b>70,276.10</b>					
14816 LEGAL UPDATES PUBLISHING COMPANY											
LUPC-2025 TO 2026		07/01/2025	10324760	08052025	120740	3,204.00	07/21/2025	INV	PD	FY25-26 LEGAL UPDATES SUB	
8803 LEXISNEXIS RISK DATA MANAGEMENT											
1100161566		06/30/2025	10324789	08052025	120741	50.00	07/30/2025	INV	PD	06/2025 MONTHLY SUBSCRIPT	
1887 LIFE ASSIST, INC.											
1617718		07/11/2025	10324849	08052025	120742	4,070.54	07/21/2025	INV	PD	MEDICAL/PM AID SUPPLIES	
11417 LIPAN, JULIA											
164228		07/15/2025	10324593	08052025	120743	132.00	07/15/2025	INV	PD	REFUND 164228 1SUM0307-02	
15154 LIU, RYAN											
LIU072025		06/30/2025	10324842	08052025	120744	81.24	07/18/2025	INV	PD	REFUND MILEAGE & PARKING	

# CITY OF REDONDO BEACH



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LIU072025.A		07/16/2025	10324835	08052025	120744	66.24	07/18/2025	INV	PD	REFUND MILEAGE AND PARKIN	
14511 LOFTY GOALS						147.48					
014		07/17/2025	10324823	08052025	120745	1,250.00	07/21/2025	INV	PD	07/2025 WELLNESS PROGRAM	
1938 LOS ANGELES COUNTY ASSESSOR											
25ASRE227		07/07/2025	10324401	08052025	120746	6.00	07/21/2025	INV	PD	1 map @ \$6.00 each	
1951 LOS ANGELES COUNTY SHERIFF'S DEPT											
253594BL		07/10/2025	10324796	08052025	120747	1,190.50	09/08/2025	INV	PD	06/2025 INMATE MEAL SERVI	
2038 MARINE TECH ENGINEERING, INC.											
4000	6970	07/21/2025	10325036	08052025	120748	5,296.20	07/21/2025	INV	PD	4th of July 2025 Anchor i	
11202 MARK43											
INV1516	7038	06/18/2025	10324757	08052025	120749	218,340.00	07/18/2025	INV	PD	FY25-26 CAD-RMS SOFTWARE	
4582 MELAD & ASSOCIATES											
RB25-13	6385	07/07/2025	10325008	08052025	120750	24,767.28	07/21/2025	INV	PD	Melad & Associates plan c	
RB25-14	6385	07/07/2025	10324971	08052025	120750	10,710.00	07/20/2025	INV	PD	Melad & Associates plan c	
7177 MICHEL & ASSOCIATES, P.C.						35,477.28					
13520TS		03/24/2025	10324986	08052025	120751	973.50	07/21/2025	INV	PD	2/25 J. Barrett Legal Fee	
13521TS		03/24/2025	10324980	08052025	120751	1,892.00	07/21/2025	INV	PD	2/25 C. Blakely Legal Fee	
13626TS		04/24/2025	10324950	08052025	120751	473.50	07/21/2025	INV	PD	3/25 M. Venegas Legal Fee	
13721TS		06/03/2025	10324981	08052025	120751	2,242.00	07/21/2025	INV	PD	4/25 C. Blakely Legal Fee	
13726TS/8574QB		06/03/2025	10324982	08052025	120751	11,221.99	07/21/2025	INV	PD	4/25 D. Mendoza-Conner Le	
13800TS/8573QB		06/20/2025	10324959	08052025	120751	1,362.50	07/21/2025	INV	PD	5/25 BBK Landfill (Insura	
13801TS		06/20/2025	10324994	08052025	120751	2,035.50	07/21/2025	INV	PD	5/25 Law Offices of Chris	
13802TS/8615QB		06/20/2025	10324996	08052025	120751	934.88	07/21/2025	INV	PD	5/25 S. Belavsky Legal Fe	
13803TS		06/20/2025	10324989	08052025	120751	4,574.50	07/21/2025	INV	PD	5/25 G. Cooke Legal Fees	
13804TS		06/20/2025	10324993	08052025	120751	4,723.50	07/21/2025	INV	PD	5/25 W. Corteza Legal Fee	
13805TS		06/20/2025	10324992	08052025	120751	1,683.00	07/21/2025	INV	PD	5/25 J. Gornbein Legal Fe	
13806TS		06/20/2025	10324988	08052025	120751	59.00	07/21/2025	INV	PD	5/25 D. Laughton Legal Fe	
13807TS		06/20/2025	10324991	08052025	120751	2,566.50	07/21/2025	INV	PD	5/25 P. Mack Legal Fees	
13809TS/8614QB		06/20/2025	10324990	08052025	120751	767.90	07/21/2025	INV	PD	5/25 R. Rivas Legal Fees	
13810TS		06/20/2025	10324987	08052025	120751	177.00	07/21/2025	INV	PD	5/25 D. Trejo Legal Fees	
13811TS		06/20/2025	10324995	08052025	120751	1,313.00	07/21/2025	INV	PD	5/25 M. Venegas Legal Fee	
13817TS		07/01/2025	10325001	08052025	120751	6,421.50	07/21/2025	INV	PD	5/25 Stuver Insurance Leg	
12099 MIKE DAVIS CUSTOM HOME BUILDING, INC.						43,421.77					
2115MARSHALL-REFUND		07/18/2025	10324853	08052025	120752	3,000.00	07/18/2025	INV	PD	DEMO REFUND FOR 2115 MARS	
14388 MILLER MENDEL INC											

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10037	6531	06/30/2025	10324804	08052025	120753	72.00	07/17/2025	INV	PD	04/2025-06/2025 PRE-EMPLO
10251	6531	06/30/2025	10324802	08052025	120753	11.80	07/17/2025	INV	PD	04/2025-06/2025 PRE-EMPLO
10429	6531	06/30/2025	10324805	08052025	120753	427.50	07/17/2025	INV	PD	04/2025-06/2025 PRE-EMPLO
13349 MINUTEMAN PRESS REDONDO BEACH						511.30				
34305	6217	07/10/2025	10324404	08052025	120754	93.29	07/10/2025	INV	PD	Minuteman Press Printing
34352	6217	07/22/2025	10325056	08052025	120754	279.86	07/22/2025	INV	PD	Minuteman Press Printing
34353	6217	07/22/2025	10325055	08052025	120754	93.29	07/22/2025	INV	PD	Minuteman Press Printing
6080 MOFFATT & NICHOL						466.44				
00800967	3712	07/08/2025	10324860	08052025	120755	1,816.00	07/18/2025	INV	PD	Municipal&SportFishingTim
7834 MORROW-MEADOWS CORPORATION										
17662	5953	07/08/2025	10324875	08052025	120756	1,346.32	07/18/2025	INV	PD	TECH SUPPORT/EMGCY RESP S
9617 MULTICARD, INC.										
73491	7020	07/10/2025	10324477	08052025	120757	3,420.00	07/10/2025	INV	PD	MULTICARD SERVICE CONTRAC
2219 NAN MCKAY & ASSOCIATES, INC										
INV301432		07/10/2025	10324465	08052025	120758	419.00	07/10/2025	INV	PD	PIH ALERT SUBSCRIPTION SE
14196 NAPA AUTO PARTS										
055200		06/30/2025	10324569	08052025	120759	43.99	07/30/2025	INV	PD	UNIT 688-18 BRAKE PAD
055348		07/02/2025	10324466	08052025	120759	489.14	08/01/2025	INV	PD	UNIT 345 BRAKE PAD AND RO
055375		07/02/2025	10324469	08052025	120759	13.29	08/01/2025	INV	PD	UNIT 345 WHEEL SEAL
055399		07/02/2025	10324472	08052025	120759	7.70	08/01/2025	INV	PD	UNIT 102 OIL FILTER
055485		07/03/2025	10324473	08052025	120759	277.34	08/02/2025	INV	PD	UNIT 642 CV AXLE
055639		07/07/2025	10324474	08052025	120759	362.18	08/06/2025	INV	PD	UNIT 135-18 FRONT DISC BR
055832		07/09/2025	10324610	08052025	120759	43.99	08/07/2025	INV	PD	UNIT 106- BRAKE PADS
056059		07/11/2025	10324579	08052025	120759	374.94	08/11/2025	INV	PD	UNIT 135-18 FRONT PADS WI
056456		07/16/2025	10324901	08052025	120759	23.56	08/16/2025	INV	PD	UNIT 010-20 AIR FILTER
6039 NASSIF, AMIR						1,636.13				
E2024-2133		07/14/2025	10324642	08052025	120760	2,694.00	07/18/2025	INV	PD	REFUND PERMIT E2024-2133
8775 NATIONAL AUTO FLEET GROUP										
WF11156	6379	07/11/2025	10324873	08052025	120761	184,720.60	07/18/2025	INV	PD	PURCHASE ONE 2024 CNG F-7
WF11324	5553	07/03/2025	10324872	08052025	120761	84,232.59	07/18/2025	INV	PD	PURCHASE TWO 2022 FORD P.
11155 NATIONAL TESTING NETWORK						268,953.19				
18919		07/09/2025	10324937	08052025	120762	500.00	07/21/2025	INV	PD	ANNUAL RENEWAL 7/21/25 -

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
5874 NEW PIG CORP.										
4423691-00		06/24/2025	10324567	08052025	120763	352.80	07/23/2025	INV	PD	OIL SPILL PADS FOR SHOP
4796 OCCU-MED,LTD.										
0725900		06/30/2025	10324920	08052025	120766	895.20	07/21/2025	INV	PD	PHYSICALS 3 FT EE JUNE 20
0725900.1		06/30/2025	10324918	08052025	120764	1,023.14	07/21/2025	INV	PD	PHYSICALS 1 FT EE JUNE 20
0725900.3		06/30/2025	10324919	08052025	120765	5,638.14	07/21/2025	INV	PD	PHYSICALS 6 PT EE AND 8 F
						7,556.48				
7131 OCHOA, IGNACIO										
0056719		07/09/2025	10324364	08052025	120767	175.00	07/09/2025	INV	PD	0056719 JUNE 9 SAILING BO
13029 ODP BUSINESS SOLUTIONS, LLC										
421988918001		05/26/2025	10324818	08052025	120768	52.01	06/27/2025	INV	PD	OFFICE SUPPLIES NORMA COO
421994222001		05/23/2025	10324817	08052025	120768	40.70	06/27/2025	INV	PD	OFFICE SUPPLIES NORMA COO
421994231002		05/29/2025	10324797	08052025	120768	3.25	07/04/2025	INV	PD	OFFICE SUPPLIES NORMA COO
421994243001		05/23/2025	10324801	08052025	120768	150.56	06/27/2025	INV	PD	OFFICE SUPPLIES NORMA COO
423256413001		07/18/2025	10324938	08052025	120768	193.60	07/18/2025	INV	PD	OFFICE DEPOT SUPPLIES
425618001001		07/02/2025	10324936	08052025	120768	272.36	07/21/2025	INV	PD	OFFICE SUPPLIES 07/02/202
427554312001		06/27/2025	10324605	08052025	120768	87.98	08/01/2025	INV	PD	CRIME LAB OFFICE SUPPLIES
429294807001		06/26/2025	10324903	08052025	120768	19.74	07/21/2025	INV	PD	OFFICE SUPPLIES 06/26/202
429295291001		06/26/2025	10324907	08052025	120768	59.58	07/21/2025	INV	PD	OFFICE SUPPLIES 06/26/202
429295292001		06/26/2025	10324909	08052025	120768	43.79	07/21/2025	INV	PD	OFFICE SUPPLIES 06/26/202
429295293001		06/26/2025	10324910	08052025	120768	5.09	07/21/2025	INV	PD	OFFICE SUPPLIES 06/26/202
429475277001		06/19/2025	10324970	08052025	120768	106.58	07/21/2025	INV	PD	6/25 Office Supplies
430042089001		06/25/2025	10324352	08052025	120768	1,505.03	07/25/2025	INV	PD	OFFICE SUPPLIES
430166683001		06/27/2025	10324540	08052025	120768	330.33	07/17/2025	INV	PD	Livescan toner
430859298001		07/02/2025	10324692	08052025	120768	31.99	07/18/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
430859604001		07/02/2025	10324421	08052025	120768	39.25	07/18/2025	INV	PD	OFFICE AND COFFEE SUPPLIE
431015709001		07/09/2025	10324680	08052025	120768	264.83	07/21/2025	INV	PD	OFFICE SUPPLIES
431106850001		07/18/2025	10324862	08052025	120768	92.17	07/18/2025	INV	PD	ODP OFFICE SUPPLIES
431330952001		07/18/2025	10324865	08052025	120768	42.93	07/18/2025	INV	PD	ODP OFFICE SUPPLIES
						3,341.77				
14110 OM ROOFING INC										
14979-PP1	6969	06/26/2025	10324461	08052025	120769	120,473.98	07/26/2025	INV	PD	VETERANS PARK HISTORIC LI
10183 ON THE WING FALCONRY										
781098	6626	07/07/2025	10324295	08052025	120770	13,596.00	07/21/2025	INV	PD	PEST BIRD ABATEMENT SERVI
7638 PACIFIC PRODUCTS & SERVICES, INC.										
35913		04/23/2025	10324827	08052025	120771	2,732.00	05/23/2025	INV	PD	BLANK SIGNS FOR SIGN SHOP
35914		04/23/2025	10324828	08052025	120771	2,634.00	05/23/2025	INV	PD	BLANK SIGNS FOR SIGN SHOP
						5,366.00				
14746 PAIRSOFT										

## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
SI-017000	7035	06/10/2025	10324759	08052025	120772	9,809.00	08/20/2025	INV	PD	YEAR 2 FY25-26 E-SUBPEONA
15145 PALMERIN, SHIRLEY										
164384		07/15/2025	10324587	08052025	120773	200.00	07/15/2025	INV	PD	REFUND 164384 AV RETURN D
15149 PATEL, MITESH										
2501147		07/08/2025	10324836	08052025	120774	1,500.00	07/18/2025	INV	PD	REFUND DEPOSIT 2501147 61
14339 PEGASUS STUDIOS										
995	6885	06/29/2025	10324598	08052025	120775	8,400.00	07/15/2025	INV	PD	CITY MEETINGS ACTIVATE AV
5485 PORTOFINO HOTEL & YACHT CLUB										
070720205		07/07/2025	10324838	08052025	120776	1,373.21	07/21/2025	INV	PD	FUEL HARBOR PATROL 801
6918 PREFERRED AERIAL & CRANE TECHNOLOGY INC.										
27436		07/14/2025	10324603	08052025	120777	1,925.00	08/13/2025	INV	PD	AERIAL INSPECTION
14919 PREMIER FIRE CONSULTING LLC										
2024-7657		06/25/2025	10324972	08052025	120778	186.00	07/20/2025	INV	PD	REFUND FOR PERMIT PULLED
12651 PRISM										
26400261		07/08/2025	10324932	08052025	120781	14,930.00	07/21/2025	INV	PD	CYBER LIABILITY PROGRAM F
26400448		07/08/2025	10324931	08052025	120780	12,438.00	07/21/2025	INV	PD	POLLUTION PROGRAM FY 25/2
26400560		07/08/2025	10324933	08052025	120782	18,937.00	07/21/2025	INV	PD	MASTER CRIME PROGRAM FY 2
26400954		07/14/2025	10324929	08052025	120779	91,514.00	07/21/2025	INV	PD	OPTIONAL EXCESS LIABILITY
						137,819.00				
2548 PRUDENTIAL OVERALL SUPPLY										
43040605		07/01/2025	10324881	08052025	120783	29.45	07/21/2025	INV	PD	MATS/ACCT #20419235 FD #3
43042223		07/08/2025	10324843	08052025	120783	27.50	07/21/2025	INV	PD	07/25 FS1/DEL #20419018 S
43042935		07/10/2025	10324844	08052025	120783	54.52	07/21/2025	INV	PD	07/25 FS2/DEL #40419014 S
						111.47				
10446 PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.										
900753		06/19/2025	10324809	08052025	120784	462.00	07/17/2025	INV	PD	PSYCHOLOGICAL C VILLANUEV
900796		07/07/2025	10324868	08052025	120784	1,386.00	07/17/2025	INV	PD	06/2025 PSYCHOLOGICAL EVA
						1,848.00				
12024 QUADIENT, INC.										
17764472		07/08/2025	10324303	08052025	120785	34.41	07/08/2025	INV	PD	QUADIENT - FOR POSTAGE TA
61808926		03/03/2025	10324353	08052025	120785	1,070.10	07/25/2025	INV	PD	POSTAGE METER
						1,104.51				
12665 QUALITY REFRIGERATION COMPANY INC										

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
0110520-IN		07/15/2025	10324782	08052025	120786	2,281.95	08/15/2025	INV	PD	SERVICE CALL AT CH/COUNCI	
15153 QUILATON, KIMBERLY											
166682		07/16/2025	10324681	08052025	120787	200.00	07/16/2025	INV	PD	REFUND 166682 AV RETURN D	
8230 RAYNE WATER SYSTEMS											
8715		06/30/2025	10324749	08052025	120788	134.00	07/30/2025	INV	PD	FS2 WATER SOFTENER 7/1-7/	
11255 RED SECURITY GROUP, LLC											
103006		07/08/2025	10324752	08052025	120789	39.51	08/07/2025	INV	PD	DUP KEY FOR DANNY-PARKS	
103914		06/23/2025	10324458	08052025	120789	74.63	07/23/2025	INV	PD	DUPLICATE KEYS FOR DANNY	
						114.14					
2618 RED WING SHOE STORES											
853-1-59736		07/09/2025	10324710	08052025	120790	350.00	08/09/2025	INV	PD	DEREK ALVARADO SAFETY BOO	
13279 REDONDO BEACH POLICE OFFICERS'											
830979		06/04/2025	10324765	08052025	120791	192.00	07/21/2025	INV	PD	07/2025 PORAC LEGAL DEFEN	
11539 REDONDO BEACH TRAVEL AND TOURISM											
02-05DISB		07/09/2025	10325061	08052025	120792	163,197.80	07/14/2025	INV	PD	FEB-MAY 2025 RBTMD DISB	
2642 REDONDO PIER ASSOCIATION											
365		07/01/2025	10324635	08052025	120793	5,956.22	07/21/2025	INV	PD	RBPA DUES JUL25-SEP25	
15069 REDWOOD PUBLIC LAW LLP											
15760		05/31/2025	10324978	08052025	120794	45,980.00	07/21/2025	INV	PD	8/24 - 5/25 Real Estate T	
9753 REGENTS OF THE UNIVERSITY OF CALIFORNIA											
IN00339674		06/16/2025	10324960	08052025	120795	461.83	07/21/2025	INV	PD	6/25 Appeals & Writs in C	
9637 REGIONAL TAP CENTER											
6025365		06/30/2025	10324905	08052025	120796	603.00	06/30/2025	INV	PD	TAP CH June 2025	
2685 RICHARDS, WATSON & GERSON											
253554		06/18/2025	10325011	08052025	120797	11,432.60	07/21/2025	INV	PD	5/25 Pipeline Franchise I	
253555		06/18/2025	10325013	08052025	120797	88.50	07/21/2025	INV	PD	5/25 NPDES Issues Rel. to	
253557		06/18/2025	10324594	08052025	120797	2,655.00	07/18/2025	INV	PD	LEGAL SERVICES FOR MAY 20	
253582C		06/18/2025	10325014	08052025	120797	5,635.50	07/21/2025	INV	PD	5/25 Muni Code/City Chart	
						19,811.60					
12192 RIVIERA VILLAGE ASSOCIATION											
04-06/25BID		07/08/2025	10324337	08052025	120798	17,604.00	07/08/2025	INV	PD	APR-JUN 2025 (FY24-25 BID	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
14102 ROBERT HALF										
65048419	6284	06/05/2025	10325181	08052025	120799	2,454.27	07/23/2025	INV	PD	TEMPORARY STAFFING FOR FI
65093778	6284	06/18/2025	10325182	08052025	120799	2,850.12	07/23/2025	INV	PD	TEMPORARY STAFFING FOR FI
65135018	6284	07/01/2025	10325183	08052025	120799	3,087.63	07/01/2025	INV	PD	TEMPORARY STAFFING FOR FI
65166937	6812	07/09/2025	10324729	08052025	120799	1,533.60	07/21/2025	INV	PD	TEMPORARY STAFFING SERVIC
65171143	6284	07/10/2025	10325187	08052025	120799	2,850.12	07/24/2025	INV	PD	TEMPORARY STAFFING FOR FI
65183427	6812	07/09/2025	10324730	08052025	120799	1,339.20	07/21/2025	INV	PD	TEMPORARY STAFFING SERVIC
65194019	6284	07/17/2025	10325191	08052025	120799	2,850.12	07/24/2025	INV	PD	TEMPORARY STAFFING FOR FI
						16,965.06				
14229 ROEN, CHAD										
7082025		06/14/2025	10324349	08052025	120800	25.28	07/27/2025	INV	PD	PATRON REFUND
15144 ROSEMBERG, JACLYN										
164383		07/15/2025	10324588	08052025	120801	200.00	07/15/2025	INV	PD	REFUND 164383 AV RETURN D
2779 SAFELITE GLASS CORP.										
05913-805886		07/07/2025		08052025	120802	795.09	08/07/2025	INV	PD	UNIT 318 REAR WINDOWS AND
2783 SAFETY-KLEEN CORPORATION										
97435707		06/26/2025	10324628	08052025	120803	629.67	07/26/2025	INV	PD	PARTS WASHER- SERVICE FIL
4861 SECTRAN SECURITY, INC.										
25071584		07/09/2025	10324523	08052025	120804	561.60	07/14/2025	INV	PD	JULY 2025
6612 SEEDS OF JOY VILLAGE, INC.										
SOJV2025-06		07/18/2025	10324935	08052025	120805	472.50	07/18/2025	INV	PD	SOJV2025-06SPRING AMEND A
11774 SHAFER, MARIA										
2025-038 RBPAC		07/16/2025	10324652	08052025	120806	255.00	07/21/2025	INV	PD	MEETING MINUTES FOR PUBLI
2025-039 RBHC		07/16/2025	10324653	08052025	120806	255.00	07/21/2025	INV	PD	MEETING MINUTES FOR HARBO
						510.00				
15159 SHAHIMI, BASHIR										
20222660		05/14/2025	10324975	08052025	120807	18,036.40	07/20/2025	INV	PD	REFUND OF PARTIAL FEES FO
9823 SHRED-IT USA LLC										
8010663407		06/30/2025	10324889	08052025	120808	501.47	07/21/2025	INV	PD	PAPER SHREDDING SERVICE
8011271846		06/30/2025	10324888	08052025	120808	445.07	07/21/2025	INV	PD	PAPER SHREDDING SERVICE
						946.54				
8931 SIGNAL ATTORNEY SERVICE, INC.										
051525		05/15/2025	10324816	08052025	120809	259.70	07/21/2025	INV	PD	Services Rendered from 05

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
071525		07/15/2025	10325023	08052025	120809	237.60	07/21/2025	INV	PD	Services Rendered from 07
						497.30				
			2898 SIGNVERTISE							
12346		07/15/2025	10324614	08052025	120810	350.00	08/15/2025	INV	PD	STREET BANNERS FOR JUNE
			2940 SNAP-ON INDUSTRIAL							
ARV/65042634	6941	06/23/2025	10324520	08052025	120811	7,330.60	07/23/2025	INV	PD	SHOP SCANNER
			8862 SONSTRAY MACHINERY							
PSO191531-1		07/03/2025	10324496	08052025	120812	207.53	08/01/2025	INV	PD	UNIT 360-17 TIE-ROD STEER
			2978 SOUTH BAY CITIES COUNCIL OF GOVERNMENTS							
MD2026-REDONDO		07/09/2025	10324398	08052025	120813	31,930.03	07/09/2025	INV	PD	SBCCOG MEM DUES 2025-2026
			11210 SOUTH BAY FLEET SPECIALIST							
21843		07/02/2025	10324506	08052025	120814	312.30	08/02/2025	INV	PD	UNIT 673 FRONT DOOR REPAI
21845		07/08/2025	10324510	08052025	120814	1,885.15	08/07/2025	INV	PD	UNIT 407 DOOR AND BUMPER
						2,197.45				
			2990 SOUTH BAY FORD							
545412		07/14/2025	10324581	08052025	120815	12.45	08/14/2025	INV	PD	UNIT 653 MULLFER AND BRAK
546877		06/30/2025	10324571	08052025	120815	838.96	07/30/2025	INV	PD	STOCK BRAKE PADS FOR POLI
547254		07/02/2025	10324486	08052025	120815	366.26	08/01/2025	INV	PD	UNIT 012 STEERING WHEEL
547708		07/07/2025	10324485	08052025	120815	54.65	08/06/2025	INV	PD	UNIT 324 PURGE VALVE
548985		07/16/2025	10324914	08052025	120815	669.48	08/16/2025	INV	PD	UNIT 645 CONTROL ARMS
549248		07/17/2025	10324917	08052025	120815	39.38	08/17/2025	INV	PD	UNIT 014 BULB SOCKET
						1,981.18				
			11928 SOUTH BAY PARKLAND CONSERVANCY							
1034	6222	06/08/2025	10324707	08052025	120816	6,606.66	07/08/2025	INV	PD	WILDERNESS PARK PROJECT M
			2999 SOUTH BAY SHELL							
SHELLCARWASH 6/25		06/01/2025	10324769	08052025	120817	616.00	07/01/2025	INV	PD	6/25 CITY VEHICLE CAR WAS
			3005 SOUTH COAST AIR QUALITY MANAGEMENT DISTR							
4565159		07/01/2025	10324884	08052025	120818	1,131.26	09/01/2025	INV	PD	ANNUAL FEES 415 DIAMOND G
4565168		07/01/2025	10324627	08052025	120818	1,067.20	09/01/2025	INV	PD	ANNUAL RENEWAL FEE TRANS:
4566536		07/01/2025	10324898	08052025	120818	170.94	09/01/2025	INV	PD	EMISSIONS FEES 415 DIAMON
4566569		07/01/2025	10324626	08052025	120818	170.94	09/01/2025	INV	PD	545 N. GERTRUDA EMISSIONS
						2,540.34				
			3012 SOUTHERN CALIFORNIA ASSN OF GOVERNMENT							
SCAG FY26 0142		07/16/2025	10324697	08052025	120819	9,747.00	07/16/2025	INV	PD	MEM DUES 25-26

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3016 SOUTHERN CALIFORNIA EDISON										
700062436318-061325		06/13/2025	10324667	08052025	120820	9,664.21	07/03/2025	INV	PD	101 TORRANCE BL./INT'L BO
700062474209-70825		07/08/2025	10324744	08052025	120820	3,725.68	07/28/2025	INV	PD	1624 MORGAN/ARMOUR/GOODMA
700634979323-70325		07/03/2025	10324745	08052025	120820	1,831.35	07/23/2025	INV	PD	AVE. H P/L, 412 CAMINO RE
700724544574-062725		06/27/2025	10324673	08052025	120820	1,080.72	07/17/2025	INV	PD	1521 KINGSDALE AVE. 5/27-
						<b>16,301.96</b>				
13938 SOUTHERN CALIFORNIA NEWS GROUP										
0000618179		05/31/2025	10325038	08052025	120821	960.00	07/08/2025	INV	PD	DISPLAY ADD BUDGET HEARIN
3045 SPECIALTY DOORS										
56128S		06/18/2025	10324514	08052025	120822	578.10	07/18/2025	INV	PD	AUTO DOOR SERVICE AT N BR
15147 SPICE, WILLIAM										
E2025-255		07/01/2025	10324438	08052025	120823	1,500.00	07/18/2025	INV	PD	REFUND PERMIT E2025-255 7
10201 SPORTBALL										
SBSUM25-1		07/16/2025	10324656	08052025	120824	2,929.50	07/16/2025	INV	PD	SBSUM25-1 SUMMERCLASSES 1
SBSUM25-2		07/16/2025	10324682	08052025	120824	1,071.00	07/16/2025	INV	PD	SBSUM25-2 SUM2025CAMP 1SU
						<b>4,000.50</b>				
9644 STEAMX, LLC										
72758		07/08/2025	10324483	08052025	120825	444.60	08/02/2025	INV	PD	UNIT 860 HOSE REEL AND FI
14912 SUNWEST ENGINEERING CONSTRUCTORS INC										
SA-57541		06/30/2025	10324688	08052025	120826	3,135.23	07/30/2025	INV	PD	531 N. GERTRUDA FUEL ISLA
10365 T-MOBILE										
267037237-414636		07/15/2025	10324604	08052025	120827	1,097.16	07/15/2025	INV	PD	COMM SVS IT 267037237-414
9290 TELECOM LAW FIRM, P.C.										
19769	6408	07/08/2025	10324722	08052025	120828	2,721.00	07/18/2025	INV	PD	TELECOM CONSULTING SERVIC
7589 THE PIN CENTER										
0725040		07/09/2025	10324399	08052025	120829	850.00	07/09/2025	INV	PD	NEW CITY LOGO PINS
11787 THOMAS, JOSEPH G.										
JUNE2025		07/09/2025	10324363	08052025	120830	579.60	07/09/2025	INV	PD	JUNE2025 JTHOMAS SENIOR B
9019 THOMSON REUTERS - WEST										
852230538		07/01/2025	10324955	08052025	120831	1,256.43	07/21/2025	INV	PD	7/25 Monthly Library Char
14893 TIER ONE MECHANICAL INC										

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
920009754		04/30/2025	10324704	08052025	120832	1,654.80	05/30/2025	INV	PD	RESTROOM REPAIRS AT ANDER
71 TIME WARNER CABLE										
188418401070125		07/10/2025	10324408	08052025	120833	420.00	07/10/2025	INV	PD	188418401070125- 18841840
188420401070125		07/10/2025	10324406	08052025	120833	420.00	07/10/2025	INV	PD	188420401070125 - 1884204
188500801070125		07/10/2025	10324407	08052025	120833	258.53	07/10/2025	INV	PD	188500801070125-188500801
						1,098.53				
11361 TIREHUB, LLC										
50936114		07/03/2025	10324502	08052025	120834	994.95	08/02/2025	INV	PD	STOCK TIRES
50940694		07/03/2025	10324504	08052025	120834	215.19	08/02/2025	INV	PD	UNIT 642 TIRES
51185927		07/14/2025	10324904	08052025	120834	261.92	10/10/2025	INV	PD	STOCK TIRES
51260629		07/16/2025	10324908	08052025	120834	296.96	08/16/2025	INV	PD	UNIT 010-20 TIRES
						1,769.02				
15151 TISEI, MARY										
166512		07/15/2025	10324600	08052025	120835	316.00	07/15/2025	INV	PD	REFUND 166512 1SUM0322-13
12915 TORO ENTERPRISES INC										
18973	6492	07/21/2025	10325032	08052025	120836	159,956.30	07/21/2025	INV	PD	BICYCLE TRANSPORTATION PL
18986	6427	07/08/2025	10324575	08052025	120836	148,286.87	07/18/2025	INV	PD	MBB RESURFACING PROJECT #
						308,243.17				
3225 TORRANCE AUTO PARTS										
401885	6942	06/25/2025	10324519	08052025	120837	7,226.98	07/25/2025	INV	PD	SHOP COMPRESSORS
7130 TORRANCE AUTO REPAIR										
0190856		07/17/2025	10324916	08052025	120838	119.95	08/17/2025	INV	PD	UNIT 645 ALIGNMENT
3227 TORRANCE MEMORIAL MEDICAL CENTER										
34149		07/10/2025	10324790	08052025	120839	175.00	07/21/2025	INV	PD	06/2025 DUI BLOOD DRAWS
7361 TRANSPORTATION CONCEPTS										
516-06-2025	6575	06/30/2025	10324947	08052025	120840	307,339.63	06/30/2025	INV	PD	June 2025 TC 102 109 WAVE
6100 DAVID TURCH & ASSOCIATES										
06132025	6752	07/16/2025	10324698	08052025	120841	2,083.33	07/16/2025	INV	PD	CONSULTANT SVCS FOR FEDER
07162025	6752	07/16/2025	10324693	08052025	120841	2,083.33	07/16/2025	INV	PD	CONSULTANT SVCS FOR FEDER
						4,166.66				
3268 TWINING LABORATORIES OF S CALIFORNIA										
105406	6713	07/08/2025	10324864	08052025	120842	127.00	07/18/2025	INV	PD	WILDERNESS PARK PROJECT
3270 TYLER TECHNOLOGIES INC										

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
045-523348a	6469	07/22/2025	10325054	08052025	120843	50,973.42	07/22/2025	INV	PD	TYLER SAAS 045-523348a	
045-523348a-1	7046	07/22/2025	10325079	08052025	120843	189,196.59	07/22/2025	INV	PD	TYLER SAAS	
						<b>240,170.01</b>					
3273 U.S. ARMOR CORPORATION											
50157		07/01/2025	10324871	08052025	120844	897.08	08/05/2025	INV	PD	VEST RUSTAMZADA 6/16/2025	
50158		07/01/2025	10324738	08052025	120844	539.35	07/17/2025	INV	PD	RUSTAMZADA VEST COVER DB	
50159		07/01/2025	10324734	08052025	120844	897.08	07/17/2025	INV	PD	COLANTONO DB VEST	
50160		07/01/2025	10324736	08052025	120844	539.35	07/17/2025	INV	PD	COLANTONO VEST COVER DB	
						<b>2,872.86</b>					
5885 U.S. BANK CORPORATE PAYMENT SYSTEM											
008806232025		06/23/2025	10324377	08052025	120845	1,538.91	07/23/2025	INV	PD	CAL CARD JUN 2025 - SAXWE	
012506232025		07/14/2025		08052025	120845	821.13	07/14/2025	INV	PD	Tyron Gunn CalCard 6.12.2	
013306232025		07/14/2025	10324544	08052025	120845	607.91	07/14/2025	INV	PD	Brian Magumcia CalCard 6.	
030406232025		06/23/2025	10324378	08052025	120845	1,582.75	07/23/2025	INV	PD	CAL CARD JUN 2025 - JUSTI	
0373062325		07/14/2025	10324527	08052025	120845	209.90	07/14/2025	INV	PD	VICTORIA CHANG CALCARD JU	
06232025-6846		06/23/2025	10324403	08052025	120845	13.23	07/14/2025	INV	PD	CAL CARD MARC - HBR SUBSC	
06252025-4451		06/23/2025	10324085	08052025	120845	2,552.49	07/14/2025	INV	PD	Cal Card- CDD custom clot	
064306232025		06/23/2025	10324462	08052025	120845	423.29	07/14/2025	INV	PD	HARRISON CALCARD 06/23/20	
067306232025		06/23/2025	10324487	08052025	120845	4,631.43	07/14/2025	INV	PD	HAVRILCHAK CALCARD 06/23/	
082606232025		06/23/2025	10324299	08052025	120845	4,019.57	07/23/2025	INV	PD	CAL CARD JUN 2025 - DAVID	
101706232025		06/23/2025	10324341	08052025	120845	824.09	07/23/2025	INV	PD	CAL CARD JUN 2025 - AIRRO	
110306232025		06/23/2025	10324389	08052025	120845	124.37	07/14/2025	INV	PD	WESTPHAL CALCARD 06/23/20	
111106232025		06/23/2025	10324490	08052025	120845	44.21	07/14/2025	INV	PD	HOLLEY CALCARD 06/23/2025	
115206232025		06/23/2025	10324491	08052025	120845	54.26	07/14/2025	INV	PD	SADEGHI CALCARD 06/23/202	
1281062325		07/03/2025	10324201	08052025	120845	675.00	07/03/2025	INV	PD	SBEHRENDT CALCARD 062025	
140206232025		06/23/2025	10324509	08052025	120845	474.29	07/14/2025	INV	PD	STEVENS CALCARD 06/23/202	
1599-06232025		06/23/2025	10324429	08052025	120845	3,631.14	07/14/2025	INV	PD	J REYES CC 6/25	
1615-06232025		06/23/2025	10324418	08052025	120845	473.59	07/14/2025	INV	PD	B BOSTER CC 6/25	
164706232025		06/23/2025	10324333	08052025	120845	1,768.66	07/23/2025	INV	PD	CAL CARD JUN 2025 - MARK	
1857062325		07/03/2025	10324204	08052025	120845	2,099.33	07/03/2025	INV	PD	RMICHEL CALCARD 062025	
192206232025		06/23/2025	10324324	08052025	120845	139.59	07/23/2025	INV	PD	CAL CARD JUN 2025 - ANGEL	
207606232025		06/23/2025	10324493	08052025	120845	1,583.69	07/23/2025	INV	PD	CAL CARD JUN 2025 - MICHA	
208606232025		06/23/2025	10324511	08052025	120845	7,711.84	07/14/2025	INV	PD	MARTINEZ CALCARD 06/23/20	
213306232025		06/23/2025	10324453	08052025	120845	618.33	07/14/2025	INV	PD	DOSSETT CALCARD 06/23/202	
2277062325		07/03/2025	10324194	08052025	120845	716.65	07/03/2025	INV	PD	LSMUDE CALCARD 062025	
260206232025		06/23/2025	10324340	08052025	120845	2,866.27	07/23/2025	INV	PD	CAL CARD JUN 2025 - ROBER	
263106232025		06/23/2025	10324484	08052025	120845	9,769.39	07/23/2025	INV	PD	CAL CARD JUN 2025 - GARY	
279406232025		07/18/2025	10324867	08052025	120845	4,267.57	07/18/2025	INV	PD	MIKE COOK CALCARD 0623202	
287006232025		06/23/2025	10324497	08052025	120845	192.01	07/14/2025	INV	PD	PRESTIA CALCARD 06/23/202	
293606232025		06/23/2025	10324492	08052025	120845	1,859.52	07/14/2025	INV	PD	LONG CALCARD 06/23/2025	
324806232025		06/23/2025	10324290	08052025	120845	179.55	07/23/2025	INV	PD	CAL CARD JUN 2025 - GLEND	
347106232025		06/23/2025	10324368	08052025	120845	1,375.58	07/23/2025	INV	PD	CAL CARD JUN 2025 - VICTO	
3478-06232025		06/23/2025	10324430	08052025	120845	2,697.90	07/14/2025	INV	PD	R STOUT CC 6/25	
348106232025		06/23/2025	10324448	08052025	120845	2,890.72	07/14/2025	INV	PD	HENRY CALCARD 06/23/2025	
3686-06232025		06/23/2025	10324428	08052025	120845	4,884.92	07/14/2025	INV	PD	B REGAN CC 6/25	
368906232025		07/03/2025	10324139	08052025	120845	1,561.45	07/03/2025	INV	PD	JACK MEYER CAL CARD 6/23/	
3986-062325		06/30/2025	10324366	08052025	120845	379.00	07/14/2025	INV	PD	DIAZ - JUNE CALCARD	
4196062325		06/23/2025	10324436	08052025	120845	18.00	07/14/2025	INV	PD	6/25 J. Ford Cal Card	
421206232025		07/14/2025	10324526	08052025	120845	1,959.07	07/14/2025	INV	PD	GMANZANO CALCARD SSL FREE	
425406232025		07/01/2025	10324143	08052025	120845	12,447.45	07/01/2025	INV	PD	STEPHANIE MEYER 6/25 CAL	

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4270062325		07/16/2025	10324687	08052025	120845	3,340.61	07/16/2025	INV	PD	ALEXANDRA LOOPEZ CALCARD
4288062325		07/16/2025	10324695	08052025	120845	2,297.94	07/16/2025	INV	PD	MONICA STEIBER CALCARD
429606232025		07/14/2025	10324524	08052025	120845	47.45	07/14/2025	INV	PD	GLOPEZ CALCARD WP SUPPLIE
4436-06232025		06/23/2025	10324424	08052025	120845	668.30	07/14/2025	INV	PD	J SISANTE CC 6/25
4444-06232025		06/23/2025	10324426	08052025	120845	2,526.73	07/14/2025	INV	PD	B LACKEY CC 6/25
4603-062325		06/23/2025	10324315	08052025	120845	550.00	07/14/2025	INV	PD	JESSE REYES CAL CARD 0623
460806232025		06/23/2025	10324369	08052025	120845	2,160.32	07/23/2025	INV	PD	CAL CARD JUN 2025 - ADRIA
469406232025		06/23/2025	10324380	08052025	120845	863.71	07/23/2025	INV	PD	CAL CARD JUN 2025 - STEVE
4737-06232025		06/23/2025	10324425	08052025	120845	6,832.47	07/14/2025	INV	PD	G DAILEY CC 6/25
4839-06232025		06/23/2025	10324420	08052025	120845	579.85	07/14/2025	INV	PD	P BUTLER CC 6/25
484206232025		07/14/2025	10324528	08052025	120845	127.90	07/14/2025	INV	PD	BCHRISTENSEN CALCARD SAIL
507406232025		06/23/2025	10324332	08052025	120845	1,207.56	07/23/2025	INV	PD	CAL CARD JUN 2025 - CHARL
515106232025		06/23/2025	10324323	08052025	120845	79.69	07/23/2025	INV	PD	CAL CARD JUN 2025 - JUAN
530306232025		06/23/2025	10324489	08052025	120845	260.94	07/14/2025	INV	PD	WEISS CALCARD 06/23/2025
535806232025		06/23/2025	10324468	08052025	120845	242.05	07/14/2025	INV	PD	ALSTON CALCARD 06/23/2025
5362-06232025		06/23/2025	10325179	08052025	120845	244.88	07/14/2025	INV	PD	J DODIER CC 6/25
5614062325		07/16/2025	10324672	08052025	120845	1,792.29	07/16/2025	INV	PD	PAMELA SCOTT CALCARD JUNE
562806232025		06/23/2025	10324330	08052025	120845	534.12	07/23/2025	INV	PD	CAL CARD JUN 2025 - JOE F
5708-06232025		06/23/2025	10324550	08052025	120845	3,150.91	07/14/2025	INV	PD	J MAY CC 6/25
5730-06232025		06/23/2025	10324419	08052025	120845	716.84	07/14/2025	INV	PD	J BROWN CC 6/25
5732062325		06/23/2025	10324397	08052025	120845	2,713.46	07/09/2025	INV	PD	LORENA SOULES 06232025
5820062325		07/16/2025	10324674	08052025	120845	3,213.09	07/16/2025	INV	PD	KRISTEN MARTIN CALCARD JU
589706232025		06/23/2025	10324334	08052025	120845	646.94	07/23/2025	INV	PD	CAL CARD JUN 2025 - CHRIS
6099062325		07/16/2025	10324639	08052025	120845	4,541.27	07/16/2025	INV	PD	ZACHARIAH PAINTER CALCARD
610406232025		07/14/2025	10324522	08052025	120845	17.63	07/14/2025	INV	PD	JACOB GRAJEDA CAL CARD 06
6120062325		06/23/2025	10324443	08052025	120845	1,020.00	07/14/2025	INV	PD	6/25 M. Morallo Cal Card
6136062325		06/23/2025	10324452	08052025	120845	60.19	07/14/2025	INV	PD	6/25 c. Chaffins Cal Card
6273-06232025		06/30/2025	10324416	08052025	120845	893.00	07/14/2025	INV	PD	D CONARD CC 6/25
628206232025		06/23/2025	10324464	08052025	120845	92.87	07/14/2025	INV	PD	GONZALEZ CALCARD 06/23/20
6290-06232025		06/23/2025	10324720	08052025	120845	4,307.11	07/14/2025	INV	PD	B. Bellante CC 6/25
632406232025		06/23/2025	10324371	08052025	120845	856.21	07/23/2025	INV	PD	CAL CARD JUN 2025 - ROBER
636606232025		06/23/2025	10324319	08052025	120845	1,585.85	07/23/2025	INV	PD	CAL CARD JUN 2025 - BRIAN
639006232025		06/23/2025	10324362	08052025	120845	3,186.19	07/23/2025	INV	PD	CAL CARD JUN 2025 - MICHA
6431-06232025		06/23/2025	10324422	08052025	120845	3.12	07/14/2025	INV	PD	B WADDELL CC 6/25
644106232025		06/23/2025	10324331	08052025	120845	190.30	07/23/2025	INV	PD	CAL CARD JUN 2025 - MIKE
6472062325		07/16/2025	10324638	08052025	120845	6,525.70	07/16/2025	INV	PD	KELLY ORTA CALCARD JUNE'2
654606232025		06/23/2025	10324441	08052025	120845	2,261.91	07/14/2025	INV	PD	ARNOLD CALCARD 06/23/2025
674906232025		06/23/2025	10324460	08052025	120845	169.66	07/14/2025	INV	PD	WINDMAN CALCARD 06/23/202
6797062325		07/03/2025	10324195	08052025	120845	1,946.08	07/03/2025	INV	PD	JCHUNG CALCARD 062025
6805062325		07/03/2025	10324197	08052025	120845	675.00	07/03/2025	INV	PD	BWALLER CALCARD 062025
6813062325		07/03/2025	10324200	08052025	120845	675.00	07/03/2025	INV	PD	CCASTLE CALCARD 062025
6818062325		06/23/2025	10324439	08052025	120845	488.95	07/14/2025	INV	PD	6/25 L. Omura Cal Card
682006232025		06/23/2025	10324391	08052025	120845	847.30	07/14/2025	INV	PD	MANIS CALCARD 06/23/2025
682606232025		06/23/2025	10324450	08052025	120845	278.88	07/14/2025	INV	PD	DILEVA CALCARD 06/23/2025
693206232025		06/23/2025	10324370	08052025	120845	3,656.36	07/23/2025	INV	PD	CAL CARD JUN 2025 - MARIO
709606232025		06/23/2025	10324495	08052025	120845	81.23	07/14/2025	INV	PD	VALDIVIA CALCARD 06/23/20
710606232025		06/23/2025	10324444	08052025	120845	428.02	07/14/2025	INV	PD	ROSE CALCARD 06/23/2025
753106232025		06/23/2025	10324293	08052025	120845	4,695.56	07/23/2025	INV	PD	CAL CARD JUN 2025 - JERRY
757206232025		06/23/2025	10324322	08052025	120845	3,166.01	07/23/2025	INV	PD	CAL CARD JUN 2025 - ROY L
75970978-06232025		07/01/2025	10323847	08052025	120845	22.00	07/01/2025	INV	PD	CALCARD UPS STORE CHELSEA
7606062325		07/16/2025	10324665	08052025	120845	2,028.87	07/16/2025	INV	PD	ROBERT PIERCE CALCARD JUN
766306232025		06/23/2025	10324434	08052025	120845	2,171.28	07/23/2025	INV	PD	CAL CARD JUN 2025 - JOSE
770106232025		06/23/2025	10324388	08052025	120845	1,970.02	07/14/2025	INV	PD	KILPATRICK CALCARD 06/23/
7739-062325		06/30/2025	10324382	08052025	120845	2,266.04	07/14/2025	INV	PD	MANZANO - JUNE CALCARD
7754062325		07/03/2025	10324193	08052025	120845	675.00	07/03/2025	INV	PD	MWITZANSKY CALCARD 062025

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
782006232025		07/01/2025	10323842	08052025	120845	3,065.80	07/01/2025	INV	PD	ROBERT NORMAN 6/25 CAL CA	
782506232025		06/23/2025	10324499	08052025	120845	174.38	07/14/2025	INV	PD	SPRY CALCARD 06/23/2025	
783406232025		06/23/2025	10324501	08052025	120845	142.93	07/14/2025	INV	PD	DRURY CALCARD 06/23/2025	
7933-06232025		06/23/2025	10324427	08052025	120845	483.02	07/14/2025	INV	PD	I YANG CC 6/25	
801306232025		07/14/2025	10324529	08052025	120845	885.00	07/14/2025	INV	PD	CDIAZ CALCARD SAILING CER	
8353-06232025		06/23/2025	10325180	08052025	120845	1,995.47	07/14/2025	INV	PD	T HOFF CC 06/25	
836606232025		06/23/2025	10324390	08052025	120845	370.56	07/14/2025	INV	PD	HALEY CALCARD 06/23/2025	
852406232025		06/23/2025	10324379	08052025	120845	2,390.00	07/23/2025	INV	PD	CAL CARD JUN 2025 - ROB O	
881406232025		07/16/2025	10324644	08052025	120845	1,965.72	07/16/2025	INV	PD	LAGUIRRECALCARD AFPG/CAMP	
885306232025		06/23/2025	10324451	08052025	120845	606.90	07/14/2025	INV	PD	HOFFMAN CALCARD 06/23/202	
8866-06232025		06/23/2025	10324423	08052025	120845	145.80	07/14/2025	INV	PD	G CURRIE CC 6/25	
8908-06232025		06/23/2025	10324417	08052025	120845	41.68	07/14/2025	INV	PD	D MALLABON CC 6/25	
897906232025		06/23/2025	10324296	08052025	120845	2,757.09	07/23/2025	INV	PD	CAL CARD JUN 2025 - JOHNA	
899606232025		06/23/2025	10324339	08052025	120845	9,509.18	07/23/2025	INV	PD	CAL CARD JUN 2025 - JUAN	
920306232025		06/23/2025	10324494	08052025	120845	431.53	07/14/2025	INV	PD	RECINOS CALCARD 06/23/202	
922406232025		06/23/2025	10324307	08052025	120845	13,073.62	07/23/2025	INV	PD	CAL CARD JUN 2025 - CHRIS	
923406232025		06/23/2025	10324433	08052025	120845	398.03	07/23/2025	INV	PD	CAL CARD JUN 2025 - MITCH	
9360062325		06/23/2025	10324442	08052025	120845	16.75	07/14/2025	INV	PD	6/25 C. Park Cal Card	
9408062325		07/03/2025	10324203	08052025	120845	675.00	07/03/2025	INV	PD	JLIGHT CALCARD 062025	
944906232025		06/23/2025	10324305	08052025	120845	2,987.25	07/23/2025	INV	PD	CAL CARD JUN 2025 - TOMMY	
946006232025		07/03/2025	10324091	08052025	120845	7,798.20	07/03/2025	INV	PD	ANTHONY WILSON CAL CARD 6	
9498062325		07/16/2025	10324648	08052025	120845	2,222.09	07/16/2025	INV	PD	SONNACA LUCKEY CALCARD JU	
960206232025		06/23/2025	10324449	08052025	120845	1,081.41	07/14/2025	INV	PD	COOK CALCARD 06/23/2025	
984406232025		06/23/2025	10324385	08052025	120845	8,322.90	07/14/2025	INV	PD	TEMPRANO CALCARD 06/23/20	
991706232025		06/23/2025	10324467	08052025	120845	702.17	07/14/2025	INV	PD	LOFSTROM CALCARD 06/23/20	
996406232025		06/23/2025	10324381	08052025	120845	398.03	07/23/2025	INV	PD	CAL CARD JUN 2025 - RICHA	
						233,909.22					
3283 ULINE											
194832187	6966	07/01/2025	10324808	08052025	120846	8,375.34	08/01/2025	INV	PD	PURCHASE LOCKERS FOR PIER	
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.											
114-14037935		03/28/2025	10324781	08052025	120847	26.28	03/28/2025	INV	PD	TEMP FENCING 545 N. GERTR	
114-14051899		04/25/2025	10324830	08052025	120847	26.34	07/18/2025	INV	PD	TEMP FENCING 545 N. GERTR	
114-14067174		05/23/2025	10324831	08052025	120847	26.34	07/18/2025	INV	PD	TEMP FENCING 545 N. GERTR	
						78.96					
8088 VERIZON BUSINESS SERVICES											
Z1511335		07/15/2025	10324619	08052025	120848	40.55	07/15/2025	INV	PD	Z1511335 00119566CG	
3621 VERIZON WIRELESS											
6116930283		07/10/2025	10324470	08052025	120849	152.71	07/10/2025	INV	PD	MONTHLY PHONE CHARGES 06-	
6116934089		07/10/2025	10324440	08052025	120849	2,713.16	07/10/2025	INV	PD	442003601-00002 MDC	
6116965909		06/25/2025	10324677	08052025	120849	3,587.52	06/25/2025	INV	PD	PAST DUE BALANCE-INACTIVA	
6117387507		07/01/2025	10324795	08052025	120849	335.49	07/21/2025	INV	PD	MONTHLY CHARGES 06/02/25	
6117465511		07/15/2025	10324617	08052025	120849	310.86	07/15/2025	INV	PD	6117465511-842000640-0000	
9022403855		06/19/2025	10324606	08052025	120850	225.00	06/19/2025	INV	PD	DET BLAKE NIMMONS 01-6166	
						7,324.74					
11674 VERMONT SYSTEMS, INC.											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
VS017239		07/03/2025	10324144	08052025	120851	481.25	07/03/2025	INV	PD	VERMONT SYSTEM-SETUP/TRAI
14283 VERSATERM PUBLIC SAFETY US INC										
INV41-01196		06/11/2025	10324755	08052025	120852	3,108.00	07/11/2025	INV	PD	08/2025-07/2026 IA-PRO AN
8754 VISION PRINT MEDIA										
2016MOS		07/18/2025	10324949	08052025	120853	3,812.25	07/18/2025	INV	PD	BCT Bus Passes FY 2026
3392 WALTERS WHOLESALE ELECTRIC CO.										
S127485245.001		04/03/2025	10324706	08052025	120854	1,868.75	04/25/2025	INV	PD	LIGHT PANELS FOR PIER MAI
14625 WELLS, JOSEPH										
06182025WELLS		06/30/2025	10324813	08052025	120855	100.00	07/17/2025	INV	PD	PER DIEM & PARKING REIMB
3421 WEST COAST ARBORISTS INC										
230959	6625	06/30/2025	10324513	08052025	120856	3,420.00	07/10/2025	INV	PD	LIMB DOWN CATALINA, IRENA
14679 WESTFLEX INC										
5007002		07/02/2025	10324753	08052025	120857	534.32	08/02/2025	INV	PD	PPA FOR PARKS
15155 WIDMANN, JEFF										
2501442		07/14/2025	10324837	08052025	120858	325.00	07/18/2025	INV	PD	REFUND DEPOSIT FEE 250144
705AVED-REFUND		07/18/2025	10324851	08052025	120858	3,000.00	07/18/2025	INV	PD	DEMO REFUND FOR 705 AVENU
						3,325.00				
3458 WILLIAMS SCOTSMAN, INC.										
9024070170		07/02/2025	10324750	08052025	120859	257.20	08/01/2025	INV	PD	STREETS STORAGE CONTAINER
14213 WISCONSIN LIGHTING LAB										
00046531		05/22/2025	10324721	08052025	120860	4,935.46	06/21/2025	INV	PD	LIGHT POLES/BASE/ANCHOR
11291 WORK BOOT WAREHOUSE										
6-2-1044911		06/25/2025	10324676	08052025	120861	250.00	08/25/2025	INV	PD	ROBERT RIVERA WORK BOOTS
3484 WORLD BOOK, INC.										
ARI0009427		06/18/2025	10324351	08052025	120862	383.03	07/18/2025	INV	PD	JUVY BOOKS
15167 WR TIME CLOCK REPAIR & SALES										
0602		06/19/2025	10325198	08052025	120863	134.75	07/21/2025	INV	PD	TIME CLOCK RIBBON
14567 YANG, JAMES										
166680		07/15/2025	10324551	08052025	120864	175.00	07/15/2025	INV	PD	REFUND 166680 AV RETURN D

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
12562 YITAE, KIM											
IAN2025-SUM		07/16/2025	10324654	08052025	120865	4,351.20	07/16/2025	INV	PD	IAN2025-SUMMER TENNIS 1TE	
13146 YUNEX LLC											
5610005816	6560	07/14/2025	10324832	08052025	120866	3,736.60	08/14/2025	INV	PD	TRAFFIC SIGNAL RESPONSE C	
90004571	6560	06/03/2025	10324833	08052025	120866	1,728.00	07/03/2025	INV	PD	FLASHING BEACONS/SIGNALIZ	
90004814	6560	07/05/2025	10324675	08052025	120866	1,728.00	08/04/2025	INV	PD	FLASHING BEACONS/SIGNALIZ	
						7,192.60					
3510 ZOLL MEDICAL CORPORATION											
4238818		07/02/2025	10324846	08052025	120867	1,179.04	07/21/2025	INV	PD	MEDICAL AID SUPPLIES	
4238878		07/02/2025	10324847	08052025	120867	1,587.51	07/21/2025	INV	PD	MEDICAL AID SUPPLIES	
						2,766.55					
564 INVOICES						3,588,452.32					

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



# Administrative Report

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H.5., File # 25-1096

Meeting Date: 8/5/2025

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

**TITLE**

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE TO PROVIDE GROUP TRAINING SERVICES FOR CITY EMPLOYEES AS A MEMBER OF THE EMPLOYMENT RELATIONS CONSORTIUM IN AN AMOUNT NOT TO EXCEED \$4,050 FOR THE TERM JULY 1, 2025 TO JUNE 30, 2026

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

2. APPROVE AN AGREEMENT WITH BLACK KNIGHT PATROL, INC. FOR ARMED HOSPITAL WATCH SECURITY SERVICES ON AN AS NEEDED BASIS FOR IN-CUSTODY PRISONERS RECEIVING LONG TERM MEDICAL TREATMENT AT LOCAL HOSPITAL FACILITIES UNTIL CLEARED FOR RELEASE BY A DOCTOR IN AN AMOUNT NOT TO EXCEED \$15,600 FOR THE TERM AUGUST 5, 2025 TO AUGUST 4, 2026

CONTACT: JOE HOFFMAN, POLICE CHIEF

3. APPROVE AMENDMENT NO. 4 TO THE MEASURE R FUNDING AGREEMENT FA#9200000000MR31238 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE PACIFIC COAST HIGHWAY AT ANITA STREET INTERSECTION IMPROVEMENTS PROJECT MR312.38, JOB NO. 41240, TO EXTEND THE LAPSING DATE OF FY 2020-21 AND FY 2021-22 PROJECT FUNDS TO JUNE 30, 2026

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

4. APPROVE AMENDMENT NO. 5 TO THE FUNDING AGREEMENT FA#9200000000MR31242 BETWEEN THE CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE INGLEWOOD AVENUE AT MANHATTAN BEACH BOULEVARD INTERSECTION IMPROVEMENTS PROJECT MR312.42, JOB NO. 40960, TO EXTEND THE LAPSING DATE OF FY 2015-16 PROJECT FUNDS TO JUNE 30, 2026

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

**EXECUTIVE SUMMARY**

Approve Contracts Under \$35,000

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt & Signature - Liebert Cassidy Whitmore
- Agmt, Signature & Insurance - Black Knight Patrol, Inc.
- Amendment 4 - LA County Metropolitan Transportation Authority (MR312.38)
- Amendments 1-3 & Agreement - LA County Metropolitan Transportation Authority (MR312.38)
- Amendment 5 - LA County Metropolitan Transportation Authority (MR312.42)
- Amendments 1-4 & Agreement - LA County Metropolitan Transportation Authority (MR312.42)

**AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the City of Redondo Beach, A Municipal Corporation, hereinafter referred to as "Consortium Member," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "LCW" for the below described special services ("Agreement"). Consortium Member and LCW may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS Consortium Member has the need to secure expert training and consulting services to assist Consortium Member in its workforce management and employee relations; and

WHEREAS LCW is specially experienced and qualified to perform the special services desired by the Consortium Member and is willing to perform such services;

NOW, THEREFORE, Consortium Member and LCW agree as follows:

**1. Term & Termination:**

This Agreement is effective beginning July 1, 2025 through June 30, 2026.

**2. LCW's Services:**

During the Term of Contract, LCW will provide membership in a consortium, which includes the following Services to Consortium Member (and the other consortium members) in exchange for payment in full of the Fee defined below:

- A. Five (5) days of group training workshops covering various trainings applicable to the Consortium.
- B. Availability of LCW attorney for Consortium Member to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters.
- C. Providing of a monthly newsletter covering employment relations developments.

**3. Fee:**

LCW will provide these special services to Consortium Member for a fee of \$3,950.00 (Three Thousand Nine Hundred Fifty Dollars) payable in one payment prior August 15, 2025. There is a \$100 late fee for payments received by LCW after this date. The Fee will cover the above Services, including related development and distribution of written materials provided to attendees at the training programs (also "Materials").

**4. Ownership & Use of Materials:**

LCW shall have and retain ownership of all intellectual property rights. Consortium Member warrants they will not use LCW Material in other trainings without the expressed written permission of LCW. To the fullest extent permitted by law, Consortium Member hereby waives and release LCW, and each of their officers and employees ("Released Party(ies)") from any and all claims, demands, damages, or liabilities, including, but not limited to, those for the ordinary negligence of a Released Party, claims for bodily injury, personal injury or illness, emotional distress, property damage, wrongful death, consequential damages, economic damages, infringement, and attorney's fees and costs ("Claims" or "Claim"), which arise from or relate to Consortium Member's unauthorized use of or modification of Material or breach of this Agreement. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party.

**5. No Representation or Warranty.**

LCW does not make any specific promise, representation or warranty regarding the Materials. LCW is not responsible for updating the Materials and, as time passes, the Materials may become outdated or contrary to applicable laws. LCW does not guarantee that the Materials will meet the needs of the Consortium Member or

achieve certain results. LCW provides the Materials “AS IS” and without any warranty of any kind and any use by Consortium Member is at their own risk. LCW expressly disclaims any and all warranties, including the implied warranty of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permitted by law. To the fullest extent permitted by law, Consortium Member releases LCW from Claims arising from their use or modification of the Materials.

**6. Miscellaneous.**

This Agreement, and any Exhibits, represents the entire and integrated contract between Consortium Member and LCW, and supersedes all prior representations, or agreements. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining valid provisions will continue in full force and effect. The signators to this Agreement are authorized to execute this Agreement on behalf of and bind their respective Parties hereto. This Agreement may be executed in counterparts (including by electronic means), which taken together will form one legal instrument.

ACCEPTED AND AGREED on the date indicated below:

**LIEBERT CASSIDY WHITMORE**

A Professional Corporation  
Attn: Melanie Chaney  
6033 W. Century Blvd., 5th Floor  
Los Angeles, CA 90045  
Email: [mchaney@lcwlegal.com](mailto:mchaney@lcwlegal.com)

**CITY OF REDONDO BEACH**

A Municipal Corporation

By:   
Melanie Chaney / Co-Managing Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: July 23, 2025

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

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



# BLACK KNIGHT PATROL

## Security Services Agreement

505 South Pacific Avenue, Suite 201.

San Pedro, CA 90731

[Customer.service@blackknightpatrol.com](mailto:Customer.service@blackknightpatrol.com)

Phone: 213-985-6499

PPO No. 121005

This Professional Services Agreement (hereinafter the "Agreement") is entered into between Black Knight Patrol Inc., a California Corporation, (hereinafter "BKP") and City of Redondo Beach Police Department, whose billing address is 401 Diamond Street, Redondo Beach, CA 90277 (hereinafter "Client") on August 5th, 2025. BKP and Client shall hereinafter collectively be referred to as "the parties" and each as the "party." The parties agree as follows:

### 1. SERVICES.

(a) BKP and Client hereby agree that BKP shall furnish the number of specified armed security personnel and/or patrols (as applicable) at the location(s) (hereinafter "Premises"), and on the day(s) and time(s) specified in Exhibit "A" attached hereto.

(b) Security personnel services shall be provided in accordance with this Agreement and may include written instructions or orders (hereinafter referred to as the "Post Orders") to be mutually agreed upon between the parties. Should any conflict arise between the terms of any other document and this Agreement, this Agreement shall control. In the absence of Post Orders, BKP shall provide security services in accordance with accepted security industry standards, and in accordance with all State and local requirements. BKP's primary responsibility will be to observe and report to Client.

### 2. PAYMENTS. [STANDING GUARDS ONLY]:

(a) BKP shall invoice Client for services rendered every week (or at such other time as mutually agreed in writing between the parties).

(b) Invoices are due and payable upon receipt and become delinquent sixty (60) days after receipt.

(c) Service Rates: It is agreed that the compensation due BKP under this Agreement shall include charges at the Service Rates specified in Exhibit "B," including rates for Holidays and overtime.

(d) Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges, in which event Client agrees to pay the undisputed amount and to notify BKP as to the reason for the dispute and the value thereof.

### 3. PAYMENTS. [PATROL CLIENTS ONLY]:

(a) BKP shall invoice Client for services in advance, prior to the start of patrol services, and receipt of payment is required for patrol services to commence and, in the case of continuing service, to continue.

(b) Invoices shall be sent every month, prior to the start of the month and are due and payable upon receipt. BKP is under no obligation to continue Patrol Services if Client fails to provide payment in full prior to the commencement of the Patrol Services for the upcoming month. In the event additional hours or services are rendered, Client shall be invoiced at the end of that month for such additional services and/or costs. Payment of those additional fees and costs are due upon receipt and become delinquent ten (10) days after receipt.

(c) Service Rates: It is agreed that the compensation due BKP under this Agreement shall include charges at the Service Rates specified in Exhibit "B," including rates for Holidays and overtime.

(d) Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges, in which event Client agrees to pay the undisputed amount and to notify BKP as to the reason for the dispute and the value thereof.

(e) In the case of unpaid invoices that are delinquent, or for invoices not paid in full within the time stated in subparagraph (b) above, then Client shall pay BKP a late charge of one and one-half percent (1.5%) per month on such overdue amount, including prior late charges, until paid in full. Late charges will not be applied to unpaid amounts disputed by the Client in good faith.

### 4. INDEPENDENT CONTRACTOR/EMPLOYER.

(a) BKP agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, joint venturer, affiliate, or associate of Client.

(b) BKP shall hire all security personnel and shall be responsible for the payment of all wages, appropriate expenses, and customary taxes and insurance.

(c) All security personnel shall be under the direction and control of BKP. BKP shall have the right to assign such security personnel as it sees fit. BKP may change security personnel in its sole and absolute discretion.

Upon reasonable request by Client, BKP shall reassign its employees if such request does not violate any applicable state or federal law as determined by BKP.

(d) BKP shall provide its security personnel with all necessary uniforms, badges and equipment (as appropriate). Non-standard uniforms or equipment required by Client will be provided as agreed upon and at a cost as mutually agreed upon in writing.

(e) All security personnel shall be employees of BKP or subcontractors to BKP (when appropriate) and shall not be deemed to be employees of Client.

#### 5. PROPERTY.

(a) All property, equipment and supplies furnished by BKP to provide the services hereunder shall remain the property of BKP and BKP shall always, during and after the term of this Agreement, have the sole right to install, maintain and remove such property, equipment and supplies.

(b) All Client-owned equipment and supplies provided to BKP to aid in providing the services hereunder will be given proper care by BKP and returned to Client on demand in original condition, normal wear and tear excepted.

6. CLIENT VEHICLES. If Client requires BKP personnel to use any vehicle or operate any equipment during the course of security personnel duties, other than the security personnel's own personal vehicle or a vehicle provided by BKP, Client agrees to maintain comprehensive fire, theft, collision, and liability insurance on such vehicles, that BKP and its personnel will be deemed an insured, and that the insurance covering such vehicles is primary and non-contributory.

7. LOSS OF KEYS. If Client entrusts BKP with keys to its Premises, facilities or equipment, BKP will be responsible for such keys only when they are in the custody of a BKP employee. Should keys be lost by other than theft while in the custody of BKP, BKP agrees to replace all such keys and related locks at the cost of replacement, including labor, not to exceed one thousand dollars (\$1,000.00) as a sole remedy to Client.

#### 8. INDEMNIFICATION.

(a) BKP shall defend, indemnify, and hold harmless Client and its employees under this Agreement, controlling said defense, against any claim, loss, or damages. In the event of a claim based on injury sustained by Client's employee, BKP shall only have to defend, indemnify, and hold harmless Client in an amount no greater than any damages or disability payments awarded by a worker's compensation administrative law judge or the benefits the employee may be entitled to under California's workers compensation law.

(b) BKP's indemnity obligations herein shall not be construed as a waiver of the statutory protections

afforded to BKP by all applicable Workers' Compensation laws or statutes.

(c) The indemnity obligations of BKP and Client set forth herein shall survive the expiration or termination of this Agreement.

#### 9. INSURANCE.

(a) At all times during the term of this Agreement, BKP will maintain in full force and effect without interruption, the following insurance policies: (i) Workers' Compensation insurance for BKP employees for the statutory limits; and (ii) Commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence.

(b) Client agrees to assume all risks of loss, or damage to its Premises, business, and property and to property of others on Client's Premises occurring as result of fire, theft or other casualty or loss and Client waives all rights of recovery, indemnification or subrogation against BKP or BKP's insurer for any such loss or damage, however caused.

(c) Client shall provide and maintain at its cost a commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence. This policy shall remain in full force and effect for the period of the services provided by BKP. BKP shall be added as an additional insured on the policy and Client shall provide an additional insured endorsement evidencing that BKP is an additional insured, and coverage is in effect during the full or extended term of this Agreement.

(d) In the event of a loss or damage to the Premises, facilities or equipment of Client, or facilities or equipment of others on the Premises, due to fire or other casualty, Client's insurance shall be primary to any insurance provided by BKP.

(e) Client shall give written Notice to BKP of any or potential Claims of Client arising out of or relating to this Agreement within thirty (30) days following notification of the occurrence giving rise to such Claims or potential Claim. No action to recover any Claim of Client shall be instituted or maintained against BKP by Client unless notice of such Claim shall have been given by Client to BKP in the manner and form set forth herein. No action to recover for any Claim of Client shall be instituted or maintained by Client against BKP unless said action shall have been instituted not later than twelve (12) months following notification of the occurrence giving rise to such Claim.

10. NO WARRANTY. Client recognizes that BKP is not an insurer of property or persons and makes no warranty, express or implied, that the security services provided will prevent loss, damage or injury to Client, Client's guests, invitees, employees or property or from the injury or death of any person whomsoever or the consequences therefrom.

11. **TERMINATION.** This Agreement may be terminated at any time by either party following the initial term, without cause, by giving thirty (30) days written Notice to the other party. In the event of a material breach of any term or provision of this Agreement by either party including, but not limited to, the timely payment by Client to BKP of all invoiced charges, this Agreement may be terminated immediately without penalty to the non-breaching party.

12. **NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third-party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third-party beneficiary rights, or any other rights whatsoever.

13. **WAIVER.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right later to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation or warranty contained in this Agreement, whether by conduct of otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

14. **INVALIDITY OF PROVISIONS.** The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

15. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein.

16. **REPRESENTATIVE CAPACITY.** Each signatory to this Agreement in a representative capacity represents and warrants they are authorized to execute the Agreement on behalf of the person or entity on whose behalf their signature is affixed.

17. **CALIFORNIA LAW.** This Agreement is entered into in the State of California. It shall be governed by,

interpreted, and construed and enforced in accordance with the domestic laws of the State of California without reference to principles of conflicts law.

18. **INTERPRETATION OF AGREEMENT.** The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

19. **BINDING NATURE OF PROVISIONS.** All the terms, agreements, covenants, representations, warranties and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns, if any.

20. **AMENDMENT/MODIFICATION.** This Agreement and any Exhibits may only be amended, modified, superseded or canceled in writing executed by each of the parties.

21. **FORUM.** The parties hereby consent to the jurisdiction and venue of the courts, federal or state, located in the jurisdiction where the security services are rendered, but in all cases, within the State of California, with respect to any action or suit hereunder.

22. **ATTORNEY FEES.** In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable costs incurred, including reasonable attorney fees.

23. **NOTICES.** All Notices required from one party to the other hereunder shall be sent by certified or registered mail as follows:

Notice to Client shall be sent to:  
***City of Redondo Beach Police Department***  
***401 Diamond Street, Redondo Beach, CA 90277***

Notice to BKP shall be sent to:  
***Black Knight Patrol Inc.***  
***Attn: Christopher Payne, COO***  
***505 South Pacific Avenue, Suite 201, San Pedro, CA 90731***  
[Christopher.Payne@blackknightpatrol.com](mailto:Christopher.Payne@blackknightpatrol.com)

24. **FORCE MAJEURE.** The obligations of BKP hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, pandemic, endemic, or events beyond BKP's reasonable economic control.

25. **COMPLIANCE WITH LAW.**

(a) BKP shall, at its own cost and expense, comply in full of all applicable federal, state, and local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees (“Governmental Regulations”) associated with the services provided under this Agreement.

(b) Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees (“Governmental Regulations”) applicable to its operations and its performance under this Agreement, including without limitation: (i)

Environmental Laws; (ii) laws relating to accessibility by and accommodation of handicapped persons; and (iii) laws relating to discrimination of any type of manner.

26. **ASSIGNMENT.** Neither Client nor BKP shall assign this Agreement or assign any rights arising under or to allow the same to be assigned by operation of law or otherwise without the prior written consent of both parties, which consent shall not be unreasonably withheld.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, USING ELECTRONIC SIGNATURES, INCLUDING DIGITAL SIGNATURES (SUCH AS DOCUSIGN) AND AN ELECTRONIC OR FACSIMILE COPY AND SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL.

IN WITNESS HEREOF, parties have executed this contract as of the day, month and year indicated above.

Signed by:  
*Diane Strickfaden*  
ABED8CF38EEF48C...  
Diane Strickfaden,  
Risk Manager

**Black Knight Patrol Inc.**

**CLIENT: City of Redondo Beach Police Department**

Sign:   
Name: CHRISTOPHER PAYNE  
Title: Chief Operating Officer  
Date: 7/23/2025 | 1:34 PM PDT

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT “A” FOR SECURITY SERVICES  
to Agreement between**

***Black Knight Patrol Inc.***  
**&**  
***City of Redondo Beach Police Department***

**LOCATIONS FOR SECURITY SERVICES PROVIDED BY BKP**

<u>Location(s)</u>	<u>Number of Security Personnel</u>	<u>Hours</u>
Varies	Designated by City of Redondo Beach on an as-needed basis	Emergency Operating Services- Scheduled and agreed upon by the “Client” and “BKP” <b><i>*Accessibility for 2-hour showtime.</i></b>

The location(s), day(s) and time(s) listed in this Exhibit “A” may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. Client acknowledges that Client alone has chosen the number of security personnel and type of services to be provided under the Agreement; that BKP has informed Client that additional security personnel and services are available at an additional cost; and that Client has elected not to avail itself of additional security personnel or services at this time.

**SCOPE OF SERVICES PROVIDED:**

BKP shall provide uniformed security services at the client’s Location(s) (listed above), or at other additional locations requested by Client and agreed to in writing by BKP. Security officers will, by their presence, serve to act as a deterrent to criminal activity. Security officers will abide by specific Post Orders, if any, mutually agreed upon by the Parties and within the standards of the industry for well-trained security officers. All services will be provided by BKP employees and agents that are highly trained individuals. All such employees shall possess and maintain all required licenses and registrations to perform their duties under this Agreement.

**EXHIBIT “B” FOR SECURITY SERVICES  
to Agreement between**

***Black Knight Patrol Inc.  
&  
City of Redondo Beach Police Department***

**BILLING RATES**

The billing rates for Security Services (*per officer, and/or service*) shall be as follows:

REGULAR SERVICE [Armed]:	<b>\$ 65.00 per hr. (4-hour Minimum)</b>
OVERTIME & HOLIDAY:	<b>\$ 97.50 per hr. (1-hour Minimum)</b>
REGULAR SERVICE [K9]:	<b>\$ 125.00 per hr. (4-hour Minimum)</b>
OVERTIME & HOLIDAY:	<b>\$ 187.50 per hr. (1-hour Minimum)</b>

*The Agreement shall have an initial term of one year, with a maximum annual expenditure not to exceed \$15,600. The parties may, upon mutual written agreement, extend the term of this Agreement under the same or renegotiated terms. “This option clarifies the initial term, uses formal language for the cost limitation, and outlines the extension process.*

Regular billing rates shall be used for all regularly scheduled work for the hours specified in Exhibit A for the first 8-hours per Security Officer. All hours more than 8-hours per day or the first 8-hours worked on a 7<sup>th</sup> consecutive day per Officer shall be paid at the Overtime Rate. All hours more than 12-hours per day per Officer and more than 8-hours per day if the Officer works on a 7<sup>th</sup> consecutive day shall be paid at Double the Regular Service Rate. Annual Increases: Billing rates shall automatically increase by five percent (5%) per year on each anniversary of this Agreement.

**SPECIAL RATES FOR ADDITIONAL SERVICES AND OTHER FACTORS IMPACTING RATES:**

1. The holiday billing rate shall be used for all work performed on New Year’s Eve, New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of California Ins Services, LLC 196 S. Fir Street P.O. Box 1388 Ventura CA 93002-1388	<b>CONTACT NAME:</b> Sara Burola <b>PHONE (A/C, No, Ext):</b> (805) 585-6729 <b>E-MAIL ADDRESS:</b> sara.burola@assuredpartners.com	<b>FAX (A/C, No):</b> (805) 585-6729
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Black Knight Patrol, Inc. 517 W. Anaheim St. Wilmington CA 90744	<b>INSURER A:</b> Summit Specialty Ins Co	<b>NAIC #</b> 16889
	<b>INSURER B:</b> Southern Ins Co	19216
	<b>INSURER C:</b> Corepointe Insurance Company	10499
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 25/26 GL/AU/XS/WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			SCGL005000040003	05/15/2025	05/15/2026	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> ERRORS & OMISSIONS						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> DEDUCTIBLE: \$1,000						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	<b>AUTOMOBILE LIABILITY</b>			ICA1002294 00	05/15/2025	05/15/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB			SXCS005000034902	05/15/2025	05/15/2026	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 4,000,000
		<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			CPW1003538	03/08/2025	03/08/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Verification of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

U.S. Vets - Wilmington 828 Eubank Avenue  Wilmington CA 90744	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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**AMENDMENT No. 4  
TO MEASURE R FUNDING AGREEMENT  
BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 4 to the Funding Agreement (this "Amendment"), is dated as of June 11, 2025 by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

**RECITALS:**

A. WHEREAS, the Grantee and LACMTA entered into that certain Funding Agreement No. 9200000000MR31238 dated February 15, 2020, which was amended on October 15, 2020, August 15, 2022, and July 5, 2023 (as amended, the "Existing FA"), which Existing FA provides for the Project Approval & Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project (the "Project"); and

B. WHEREAS, LACMTA Board on January 26, 2023 delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, ROW and, Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of the FY 2020-21 and FY 2021-22 funds to June 30, 2026; and

D. WHEREAS, Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2019-20 have been expended and are no longer available. All Funds programmed for FY 2020-21 and FY 2021-22 are subject to lapse by June 30, 2026.”
2. Attachment B1-3 of the Existing FA is hereby replaced by Attachment B1-4, attached.
3. Attachment C-3 of the Existing FA is hereby replaced by Attachment C-4, attached.
4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie Wiggins  
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: Elena Egeyes \_\_\_\_\_ Date: 6/17/25  
Deputy

GRANTEE:

CITY OF REDONDO BEACH

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Light  
City Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joy A. Ford  
City Attorney

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eleanor Manzano  
City Clerk

**ATTACHMENT B1-4 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31238 A-4  
 Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project#: MR312.38

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED	\$50,000								\$50,000
PS&E	\$100,000	\$150,000							\$250,000
RW Support									\$0
Const. Support			\$75,000	\$50,000	\$50,000	\$25,000			\$200,000
RW									\$0
Construction			\$600,000	\$600,000	\$500,000	\$200,000			\$1,900,000
<b>Total MEASURE R</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$675,000</b>	<b>\$650,000</b>	<b>\$550,000</b>	<b>\$225,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,400,000</b>
<b>PROP C 25%</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total PROP C 25%</b>	<b>\$0</b>								
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$675,000</b>	<b>\$650,000</b>	<b>\$550,000</b>	<b>\$225,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,400,000</b>
<b>OTHER NON LACMTA FUNDING:</b>									
<b>LOCAL:</b>									
PAED									\$0
PS&E	\$100,000								\$100,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total LOCAL</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>						
<b>STATE:</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total STATE</b>	<b>\$0</b>								
<b>FEDERAL:</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total FEDERAL</b>	<b>\$0</b>								
<b>PRIVATE:</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total PRIVATE</b>	<b>\$0</b>								
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>						
<b>PROJECT FUNDING</b>									
<b>FY24-25 and FY25-26</b>	<b>\$250,000</b>	<b>\$150,000</b>	<b>\$675,000</b>	<b>\$650,000</b>	<b>\$550,000</b>	<b>\$225,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,500,000</b>

**ATTACHMENT C-4  
 SCOPE OF WORK**

**PROJECT TITLE:** Pacific Coast Highway (PCH) at Anita St Intersection Improvements

**PROJECT LOCATION:**

The project is located in the City of Redondo Beach in the County of Los Angeles.

**PROJECT LIMITS:**

This project limits are along Anita Street from the intersection of Pacific Coast Highway to Prospect Avenue.

**NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:**

This is an intersection improvement project which will reduce congestion and improve traffic flow on Pacific Coast Highway (PCH). An eligible Highway Operational Improvement, the project will extend turn lanes on Anita Street to PCH, a major north-south State Highway that runs parallel to Interstate 405.

**PROJECT BACKGROUND:**

Anita Street, comprised of 4 lanes (2 east bound and 2 west bound lanes), serves as a key distributor to PCH. The intersection of Anita Street and PCH was identified in the Pacific Coast Highway Arterial Improvement Study (2018) as operating at a deficient level of service. Inadequate turn lane storage on Anita Street contributes to long delays and interrupts the flow of through lane traffic. Based on the recommendation of the traffic analysis and study, the City of Redondo Beach proposed this Anita Street at Pacific Coast Highway Intersection Improvement project. This project will improve the flow of traffic through this intersection.

**PROJECT BUDGET:**

<b>Component</b>	<b>Measure R</b>	<b>Local Funds</b>
PAED	\$50,000	
PS&E	\$ 250,000	\$100,000
R/W Support		
R/W Capital		
Construction Support	\$200,000	
Construction Capital	\$1,900,000	
<b>Total Budget: \$ 2,500,000</b>		

## SCOPE:

The intersection of westbound (WB) Anita Street onto PCH consists of 2 dedicated left-turn lanes, 1 through lane, and 1 dedicated right-turn lane. The project will add additional queuing space on westbound (WB) Anita Street for left and right turn movements onto northbound (NB) PCH.

Project improvements are as follows:

- 1) Extend the WB dual left-turn lane on Anita Street from the existing 175 feet to approximately 310 feet
- 2) Extend the WB dedicated right-turn lane on Anita Street to approximately 510 feet

These improvements will require removal of the existing raised median and require on-street parking restriction or removal. The project also includes traffic signal modification and channelization. The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology.

Following the traffic study, if a median must be provided, a narrow median could be an option. No additional right-of-way is required per the ongoing preliminary design study. Based on the final design, additional re-construction of the median island may be necessary. A dual westbound right turn lane is also being looked into as an alternative. The length of the dual right turn lane, in that case would be smaller than the single right turn lane.

A preliminary design, environmental study, generation of plans, specifications and estimates, Caltrans permit process, utility relocation, competitive bid & award, construction, construction management, project management and final close out of the project are included among the scope of work.

## DESIGN:

### I. Preliminary Design – Proposed “Pacific Coast Highway and Anita Street Intersection Improvement Report” as Final Work Product

Tasks to be performed by City hired Consultant include, but are not limited to, the following:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency’s General Plan Circulation Element and other plans, as these plans pertain to the channelization, widening and ultimate build-out of the Pacific Coast Highway and Anita Street intersection.
- C. Layout plans prepared and selected by the initial study are to be incorporated into the final design.
- D. Obtain 24 hour and other necessary traffic and pedestrian counts to analyze and compare existing level of service to future level of service of the intersection.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.

- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- G. Conduct geotechnical investigations of the project area along the Anita Street, between the Pacific Coast Highway and N. Prospect Ave.
- H. Identify right-of-way acquisitions, and/or vacations, if applicable, to provide for the optimal alignment of the lanes, which shall incorporate roadway widening (if any), development build outs and preservation of existing improvements and scenic character of the area.
- I. Identify street pavement structural sections for project lanes and intersection area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy as part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations, if any, shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost Estimates and Specifications for all recommended improvements identified in the Report.

## **II. Environmental Analysis**

Unless the project is eligible for a Categorical Exemption, the following Environmental process would be required: Tasks to be performed by the City or its designated Consultant (if applicable) include, but are not limited to, the following:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## **III. Final Design – Plans, Specifications and Estimates**

Tasks to be performed by the City's Design Consultant include, but are not limited to, the following:

- A. Design the ultimate build out of the intersection of Pacific Coast Highway and Anita Street, and ultimate left and right turn lanes channelization strategy for Anita Street, based on the City reviewed “**Pacific Coast Highway and Anita Street Intersection Improvement Report**”.
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property and business owners along Anita Street and around the intersection of the Pacific Coast Highway and Anita Street, particularly with issues of right-of-way acquisition, parking and traffic detour during construction.
- E. Prepare Construction Specifications consistent with City format (SSPWC “Greenbook” APWA, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an Engineer’s Construction Cost Estimate based on the itemized quantity take-off from the construction plans and contract documents.
- H. Submittal of the Engineer’s Construction Cost Estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

Tasks to be performed by the City hired Consultant include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of “**Pacific Coast Highway and Anita Street Intersection Improvement Report**”, progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**CONSTRUCTION:**

The Lead Agency, City in this case, expects to provide construction oversight, procure a consultant for construction management, award a low and competitive bid contract for construction and to perform the following tasks:

- A. Conduct a “Ground Breaking” ceremony for the project.
- B. Unless City decides to do inhouse, City should contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction, hired through a competitive bid and award process.
- D. Conduct a “Ribbon Cutting” ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and the Lead Agency shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs. At the end of the Construction Phase, the Design Consultant shall prepare the As-built plans for the project.

**MILESTONES:** The implementation schedule for this project will be as follows.

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>SOLICITATION (BID/PROPOSAL)</b>	Nov 1, 2019	Mar 31, 2020
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract		
<b>PLANNING</b>	July 1, 2019	Aug 31, 2019
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
<b>PRELIMINARY DESIGN</b>	Sept 1, 2019	Oct 31, 2019
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
<b>PA&amp;ED</b>	Nov 1, 2019	Dec 31, 2019
Prepare Environmental Document Document Type: _____		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
<b>PS&amp;E</b>	November 1, 2021	Dec 31, 2022
<b>35% PS&amp;E</b>	November 1, 2021	January 31, 2022
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civic Design		
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
<b>65% PS&amp;E</b>	February 1, 2022	March 31, 2023
Civil Design Plans		
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
<b>95% PS&amp;E</b>	April 1, 2023	June 30, 2023
Civil Design Plans		
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	September 30, 2023	September 30, 2023
Outside Agency Review	July 1, 2023	Dec 31, 2023
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION (Optional)</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
	<b>START DATE</b>	<b>COMPLETION DATE</b>

<b>Utility Relocation</b>	July 1, 2023	September 30, 2023
Third Party Coordination		
Design Utilities		
Relocate Utilities		

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows:

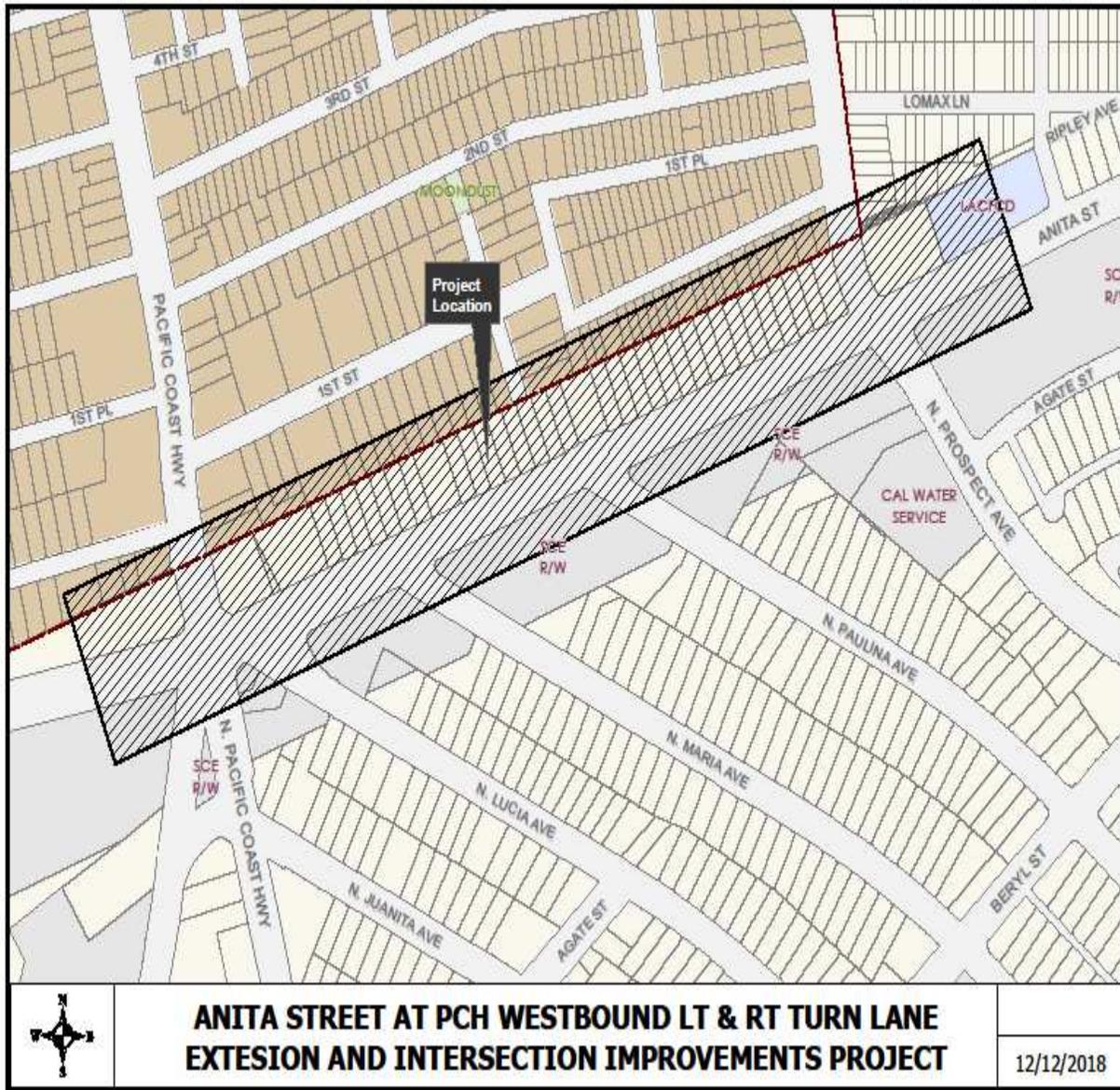
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Solicitation (Bid/Proposal)</b>	November 1, 2023	November 30, 2023
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract		January 31, 2024
<b>Excavation</b>	June 10, 2024	June 30, 2024
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
<b>Environmental</b>	July 15, 2024	August 31, 2024
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work		
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>	April 15, 2024	April 15, 2025
TMP		
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
<b>Utilities</b>	February 10, 2025	April 30, 2025
DWP		
SCE		
LADOT		
<b>Materials</b>	April 1, 2024	March 31, 2025
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
<b>Electrical</b>	March 1, 2025	April 15, 2025
Power U/G Communication		
A/G Testing/Acceptance		

FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
 Amendment No.4  
 FA# 9200000000MR31238

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Landscape</b>		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
<b>Change Orders/ Project Close Out</b>	June 1, 2025	October 30, 2025
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

ATTACHMENT C-4 – Location Map(s)



**AMENDMENT No. 3  
TO MEASURE R FUNDING AGREEMENT  
BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 3 to the Funding Agreement (this "Amendment"), is dated as of July 5, 2023 by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

**RECITALS:**

A. WHEREAS, the Grantee and LACMTA entered into that certain Funding Agreement No.9200000000MR31238 dated February 15, 2020, which was amended on October 15, 2020 and August 15, 2022 (as amended, the "Existing FA"), which Existing FA provides for the Project Approval & Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project (the "Project"); and

B. WHEREAS, LACMTA Board on January 26, 2023 delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, ROW and, Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of the FY 2019-20 and FY 2020-21 funds to June 30, 2024; and

D. WHEREAS, Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2024. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2024. All Funds programmed for FY 2021-22 are subject to lapse to June 30, 2024.”
2. Attachment B1-2 of the Existing FA is hereby replaced by Attachment B1-3, attached.
3. Attachment C-2 of the Existing FA is hereby replaced by Attachment C-3, attached.
4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

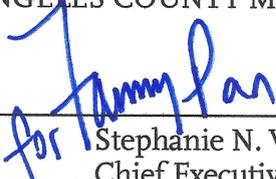
FTIP #: LA9918819  
Subregion ID: Interstate 405, I-110, I-105 and SR-91  
Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
Amendment No. 3  
FA# 920000000MR31238

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 10/30/2023  
for Stephanie N. Wiggins  
Chief Executive Officer

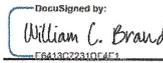
APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

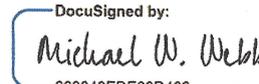
By:  Date: 9/6/23  
Deputy

GRANTEE:

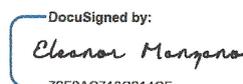
CITY OF REDONDO BEACH

By:  Date: 10/24/2023 | 12:53 AM PDT  
William C. Brand  
City Mayor

APPROVED AS TO FORM:

By:  Date: 10/19/2023 | 3:04 PM PDT  
Michael W. Webb  
City Attorney

ATTEST:

By:  Date: 10/24/2023 | 10:12 AM PDT  
Eleanor Manzano  
City Clerk

**ATTACHMENT B1-3 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31238 A-3

Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvments      Project#: MR312.38

**PROGRAMMED SOURCES OF FUNDS**

<b>SOURCES OF FUNDS</b>	<b>FY 2023-24 Qtr 1</b>	<b>FY 2023-24 Qtr 2</b>	<b>FY 2023-24 Qtr 3</b>	<b>FY 2023-24 Qtr 4</b>	<b>TOTAL BUDGET</b>
<b>LACMTA PROGRAMMED FUNDS:</b>					
<b>MEASURE R FUNDS:</b>					
PAED	\$50,000				\$50,000
PS&E	\$100,000	\$150,000			\$250,000
RW Support					\$0
Const. Support		\$75,000	\$75,000	\$50,000	\$200,000
RW					\$0
Construction		\$600,000	\$800,000	\$500,000	\$1,900,000
<b>Total MEASURE R</b>	<b>\$150,000</b>	<b>\$825,000</b>	<b>\$875,000</b>	<b>\$550,000</b>	<b>\$2,400,000</b>
<b>PROP C 25%</b>					
PAED					\$0
PS&E					\$0
RW Support					\$0
Const. Support					\$0
RW					\$0
Construction					\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$150,000</b>	<b>\$825,000</b>	<b>\$875,000</b>	<b>\$550,000</b>	<b>\$2,400,000</b>
<b>OTHER NON LACMTA FUNDING:</b>					
<b>LOCAL:</b>					
PAED					\$0
PS&E	\$100,000				\$100,000
RW Support					\$0
Const. Support					\$0
RW					\$0
Construction					\$0
<b>Total LOCAL</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,000</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,000</b>
<b>PROJECT FUNDING FY23-24</b>	<b>\$250,000</b>	<b>\$825,000</b>	<b>\$875,000</b>	<b>\$550,000</b>	<b>\$2,500,000</b>
<b>SUMMARY OF ALL FUNDS</b>					
PAED	\$50,000	\$0	\$0	\$0	\$50,000
PS&E	\$200,000	\$150,000	\$0	\$0	\$350,000
RW Support	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$75,000	\$75,000	\$50,000	\$200,000
RW	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$600,000	\$800,000	\$500,000	\$1,900,000
<b>TOTAL MILESTONES</b>	<b>\$250,000</b>	<b>\$825,000</b>	<b>\$875,000</b>	<b>\$550,000</b>	<b>\$2,500,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$150,000</b>	<b>\$825,000</b>	<b>\$875,000</b>	<b>\$550,000</b>	<b>\$2,400,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,000</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$250,000</b>	<b>\$825,000</b>	<b>\$875,000</b>	<b>\$550,000</b>	<b>\$2,500,000</b>

**ATTACHMENT C-3  
 SCOPE OF WORK**

**PROJECT TITLE:** Pacific Coast Highway (PCH) at Anita St Intersection Improvements

**PROJECT LOCATION:**

The project is located in the City of Redondo Beach in the County of Los Angeles.

**PROJECT LIMITS:**

This project limits are along Anita Street from the intersection of Pacific Coast Highway to Prospect Avenue.

**NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:**

This is an intersection improvement project which will reduce congestion and improve traffic flow on Pacific Coast Highway (PCH). An eligible Highway Operational Improvement, the project will extend turn lanes on Anita Street to PCH, a major north-south State Highway that runs parallel to Interstate 405.

**PROJECT BACKGROUND:**

Anita Street, comprised of 4 lanes (2 east bound and 2 west bound lanes), serves as a key distributor to PCH. The intersection of Anita Street and PCH was identified in the Pacific Coast Highway Arterial Improvement Study (2018) as operating at a deficient level of service. Inadequate turn lane storage on Anita Street contributes to long delays and interrupts the flow of through lane traffic. Based on the recommendation of the traffic analysis and study, the City of Redondo Beach proposed this Anita Street at Pacific Coast Highway Intersection Improvement project. This project will improve the flow of traffic through this intersection.

**PROJECT BUDGET:**

<b>Component</b>	<b>Measure R</b>	<b>Local Funds</b>
PAED	\$50,0000	
PS&E	\$ 250,000	\$100,000
R/W Support		
R/W Capital		
Construction Support	\$200,000	
Construction Capital	\$1,900,000	
<b>Total Budget: \$ 2,500,000</b>		

## SCOPE:

The intersection of westbound (WB) Anita Street onto PCH consists of 2 dedicated left-turn lanes, 1 through lane, and 1 dedicated right-turn lane. The project will add additional queuing space on westbound (WB) Anita Street for left and right turn movements onto northbound (NB) PCH.

Project improvements are as follows:

- 1) Extend the WB dual left-turn lane on Anita Street from the existing 175 feet to approximately 310 feet
- 2) Extend the WB dedicated right-turn lane on Anita Street to approximately 510 feet

These improvements will require removal of the existing raised median and require on-street parking restriction or removal. The project also includes traffic signal modification and channelization. The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology.

Following the traffic study, if a median must be provided, a narrow median could be an option. No additional right-of-way is required per the ongoing preliminary design study. Based on the final design, additional re-construction of the median island may be necessary. A dual westbound right turn lane is also being looked into as an alternative. The length of the dual right turn lane, in that case would be smaller than the single right turn lane.

A preliminary design, environmental study, generation of plans, specifications and estimates, Caltrans permit process, utility relocation, competitive bid & award, construction, construction management, project management and final close out of the project are included among the scope of work.

## DESIGN:

### I. Preliminary Design – Proposed “Pacific Coast Highway and Anita Street Intersection Improvement Report” as Final Work Product

Tasks to be performed by City hired Consultant include, but are not limited to, the following:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency’s General Plan Circulation Element and other plans, as these plans pertain to the channelization, widening and ultimate build-out of the Pacific Coast Highway and Anita Street intersection.
- C. Layout plans prepared and selected by the initial study are to be incorporated into the final design.
- D. Obtain 24 hour and other necessary traffic and pedestrian counts to analyze and compare existing level of service to future level of service of the intersection.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.

- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- G. Conduct geotechnical investigations of the project area along the Anita Street, between the Pacific Coast Highway and N. Prospect Ave.
- H. Identify right-of-way acquisitions, and/or vacations, if applicable, to provide for the optimal alignment of the lanes, which shall incorporate roadway widening (if any), development build outs and preservation of existing improvements and scenic character of the area.
- I. Identify street pavement structural sections for project lanes and intersection area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy as part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations, if any, shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost Estimates and Specifications for all recommended improvements identified in the Report.

## **II. Environmental Analysis**

Unless the project is eligible for a Categorical Exemption, the following Environmental process would be required: Tasks to be performed by the City or its designated Consultant (if applicable) include, but are not limited to, the following:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## **III. Final Design – Plans, Specifications and Estimates**

Tasks to be performed by the City's Design Consultant include, but are not limited to, the following:

- A. Design the ultimate build out of the intersection of Pacific Coast Highway and Anita Street, and ultimate left and right turn lanes channelization strategy for Anita Street, based on the City reviewed “**Pacific Coast Highway and Anita Street Intersection Improvement Report**”.
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property and business owners along Anita Street and around the intersection of the Pacific Coast Highway and Anita Street, particularly with issues of right-of-way acquisition, parking and traffic detour during construction.
- E. Prepare Construction Specifications consistent with City format (SSPWC “Greenbook” APWA, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an Engineer’s Construction Cost Estimate based on the itemized quantity take-off from the construction plans and contract documents.
- H. Submittal of the Engineer’s Construction Cost Estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

Tasks to be performed by the City hired Consultant include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of “**Pacific Coast Highway and Anita Street Intersection Improvement Report**”, progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**CONSTRUCTION:**

The Lead Agency, City in this case, expects to provide construction oversight, procure a consultant for construction management, award a low and competitive bid contract for construction and to perform the following tasks:

- A. Conduct a “Ground Breaking” ceremony for the project.
- B. Unless City decides to do inhouse, City should contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction, hired through a competitive bid and award process.
- D. Conduct a “Ribbon Cutting” ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and the Lead Agency shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs. At the end of the Construction Phase, the Design Consultant shall prepare the As-built plans for the project.

**MILESTONES:** The implementation schedule for this project will be as follows.

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>SOLICITATION (BID/PROPOSAL)</b>	Nov 1, 2019	Mar 31, 2020
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract		
<b>PLANNING</b>	July 1, 2019	Aug 31, 2019
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
<b>PRELIMINARY DESIGN</b>	Sept 1, 2019	Oct 31, 2019
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
<b>PA&amp;ED</b>	Nov 1, 2019	Dec 31, 2019
Prepare Environmental Document Document Type: _____		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
<b>PS&amp;E</b>	November 1, 2021	Dec 31, 2022
<b>35% PS&amp;E</b>	November 1, 2021	January 31, 2022
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civic Design		
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
<b>65% PS&amp;E</b>	February 1, 2022	March 31, 2023
Civil Design Plans		
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Project Review & Comments		
<b>95% PS&amp;E</b>	April 1, 2023	June 30, 2023
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Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	September 30, 2023	September 30, 2023
Outside Agency Review	July 1, 2023	Dec 31, 2023
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION (Optional)</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
	<b>START DATE</b>	<b>COMPLETION DATE</b>

FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
 Amendment No.3  
 FA# 9200000000MR31238

<b>Utility Relocation</b>	July 1, 2023	September 30, 2023
Third Party Coordination		
Design Utilities		
Relocate Utilities		

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows:

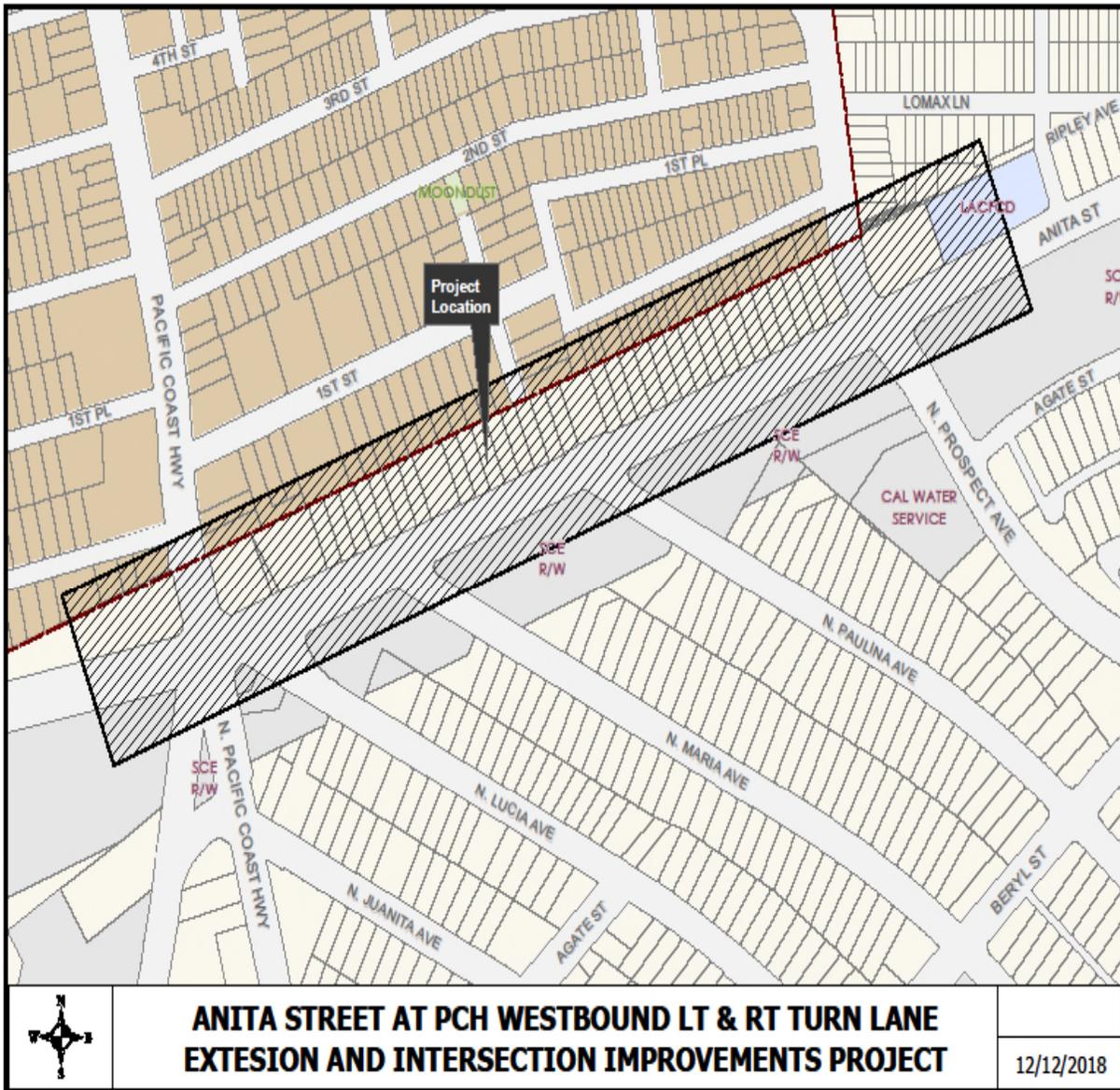
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Solicitation (Bid/Proposal)</b>	November 1, 2023	November 30, 2023
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract		January 31, 2024
<b>Excavation</b>	February 15, 2024	February 28, 2024
Clear/Grub		
Survey		
Sample Borings		
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Compaction		
Drainage		
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Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work		
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>	February 15, 2024	June 15, 2024
TMP		
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
<b>Utilities</b>	April 10, 2024	April 30, 2024
DWP		
SCE		
LADOT		
<b>Materials</b>	May 1, 2024	May 31, 2024
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
<b>Electrical</b>	June 1, 2024	June 15, 2024
Power U/G Communication		

FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
 Amendment No.3  
 FA# 9200000000MR31238

A/G Testing/Acceptance		
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Landscape</b>		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
<b>Change Orders/ Project Close Out</b>	June 1, 2024	June 30, 2024
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

### ATTACHMENT C-3 – Location Map(s)



**AMENDMENT No. 2  
TO MEASURE R FUNDING AGREEMENT  
BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 2 to the Funding Agreement (this "Amendment"), is dated as of August 15, 2022 by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 9200000000MR31238 dated February 15, 2020, which was amended on October 15, 2020, (as amended, the "Existing FA"), which Existing FA provides for the Project Approval & Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project (the "Project"); and

B. WHEREAS, the LACMTA Board in October 25, 2018 delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, ROW and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of the FY 2019-20 funds to June 30, 2023; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2023. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2023. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024.”

2. Attachment B1-1 of the Existing FA is hereby replaced by Attachment B1-2, attached.

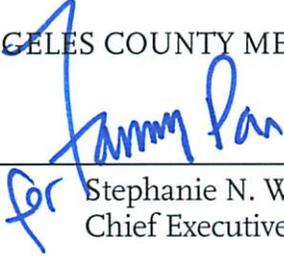
3. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: for  Date: 2/15/2023  
Stephanie N. Wiggins  
Chief Executive Officer

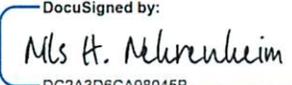
APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

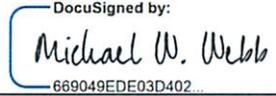
By:  Date: 12/29/2022  
Deputy

GRANTEE:

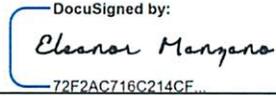
CITY OF REDONDO BEACH

By:  Date: 2/9/2023 | 4:17 PM PST  
For William C. Brand  
City Mayor  
Nils H. Nehrenheim,  
Mayor Pro Tempore

APPROVED AS TO FORM:

By:  Date: 2/9/2023 | 3:15 PM PST  
Michael W. Webb  
City Attorney

ATTEST:

By:  Date: 2/9/2023 | 5:46 PM PST  
Eleanor Manzano  
City Clerk

**ATTACHMENT B1-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31238 A-2  
 Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project#: MR312.38

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED	\$50,000								\$50,000
PS&E		\$150,000	\$100,000						\$250,000
RW Support									\$0
Const. Support				\$25,000	\$50,000	\$75,000	\$50,000		\$200,000
RW									\$0
Construction				\$100,000	\$500,000	\$700,000	\$600,000		\$1,900,000
<b>Total MEASURE R</b>	<b>\$50,000</b>	<b>\$150,000</b>	<b>\$100,000</b>	<b>\$125,000</b>	<b>\$550,000</b>	<b>\$775,000</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$2,400,000</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$50,000</b>	<b>\$150,000</b>	<b>\$100,000</b>	<b>\$125,000</b>	<b>\$550,000</b>	<b>\$775,000</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$2,400,000</b>
<b>OTHER NON LACMTA FUNDING:</b>									
<b>LOCAL:</b>									
PAED									\$0
PS&E	\$100,000								\$100,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total LOCAL</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>						
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>						
<b>PROJECT FUNDING FY22-23 and FY23-24</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$100,000</b>	<b>\$125,000</b>	<b>\$550,000</b>	<b>\$775,000</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$2,500,000</b>
<b>SUMMARY OF ALL FUNDS</b>									
PAED	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
PS&E	\$100,000	\$150,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$350,000
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$25,000	\$50,000	\$75,000	\$50,000	\$0	\$200,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$100,000	\$500,000	\$700,000	\$600,000	\$0	\$1,900,000
<b>TOTAL MILESTONES</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$100,000</b>	<b>\$125,000</b>	<b>\$550,000</b>	<b>\$775,000</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$2,500,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$50,000</b>	<b>\$150,000</b>	<b>\$100,000</b>	<b>\$125,000</b>	<b>\$550,000</b>	<b>\$775,000</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$2,400,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>						
<b>TOTAL PROJECT FUNDING</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$100,000</b>	<b>\$125,000</b>	<b>\$550,000</b>	<b>\$775,000</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$2,500,000</b>

**ATTACHMENT C-2  
 SCOPE OF WORK**

**PROJECT TITLE:** Pacific Coast Highway (PCH) at Anita St Intersection Improvements

**PROJECT LOCATION:**

The project is located in the City of Redondo Beach in the County of Los Angeles.

**PROJECT LIMITS:**

This project limits are along Anita Street from the intersection of Pacific Coast Highway to Prospect Avenue.

**NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:**

This is an intersection improvement project which will reduce congestion and improve traffic flow on Pacific Coast Highway (PCH). An eligible Highway Operational Improvement, the project will extend turn lanes on Anita Street to PCH, a major north-south State Highway that runs parallel to Interstate 405.

**PROJECT BACKGROUND:**

Anita Street, comprised of 4 lanes (2 east bound and 2 west bound lanes), serves as a key distributor to PCH. The intersection of Anita Street and PCH was identified in the Pacific Coast Highway Arterial Improvement Study (2018) as operating at a deficient level of service. Inadequate turn lane storage on Anita Street contributes to long delays and interrupts the flow of through lane traffic. Based on the recommendation of the traffic analysis and study, the City of Redondo Beach proposed this Anita Street at Pacific Coast Highway Intersection Improvement project. This project will improve the flow of traffic through this intersection.

**PROJECT BUDGET:**

<b>Component</b>	<b>Measure R</b>	<b>Local Funds</b>
PAED	\$50,000	
PS&E	\$ 250,000	\$100,000
R/W Support	\$0	
R/W Capital	\$0	
Construction Support	\$200,000	
Construction Capital	\$1,900,000	
<b>Total Budget: \$ 2,500,000</b>		

## SCOPE:

The intersection of westbound (WB) Anita Street onto PCH consists of 2 dedicated left-turn lanes, 1 through lane, and 1 dedicated right-turn lane. The project will add additional queuing space on westbound (WB) Anita Street for left and right turn movements onto northbound (NB) PCH.

Project improvements are as follows:

- 1) Extend the WB dual left-turn lane on Anita Street from the existing 175 feet to approximately 310 feet
- 2) Extend the WB dedicated right-turn lane on Anita Street to approximately 510 feet

These improvements will require removal of the existing raised median and require on-street parking restriction or removal. The project also includes traffic signal modification and channelization. The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology.

Following the traffic study, if a median must be provided, a narrow median could be an option. No additional right-of-way is required per the ongoing preliminary design study. Based on the final design, additional re-construction of the median island may be necessary. A dual westbound right turn lane is also being looked into as an alternative. The length of the dual right turn lane, in that case would be smaller than the single right turn lane.

A preliminary design, environmental study, generation of plans, specifications and estimates, Caltrans permit process, utility relocation, competitive bid & award, construction, construction management, project management and final close out of the project are included among the scope of work.

## DESIGN:

### I. Preliminary Design – Proposed “Pacific Coast Highway and Anita Street Intersection Improvement Report” as Final Work Product

Tasks to be performed by City hired Consultant include, but are not limited to, the following:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency’s General Plan Circulation Element and other plans, as these plans pertain to the channelization, widening and ultimate build-out of the Pacific Coast Highway and Anita Street intersection.
- C. Layout plans prepared and selected by the initial study are to be incorporated into the final design.
- D. Obtain 24 hour and other necessary traffic and pedestrian counts to analyze and compare existing level of service to future level of service of the intersection.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.

- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- G. Conduct geotechnical investigations of the project area along the Anita Street, between the Pacific Coast Highway and N. Prospect Ave.
- H. Identify right-of-way acquisitions, and/or vacations, if applicable, to provide for the optimal alignment of the lanes, which shall incorporate roadway widening (if any), development build outs and preservation of existing improvements and scenic character of the area.
- I. Identify street pavement structural sections for project lanes and intersection area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy as part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations, if any, shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost Estimates and Specifications for all recommended improvements identified in the Report.

## **II. Environmental Analysis**

Unless the project is eligible for a Categorical Exemption, the following Environmental process would be required: Tasks to be performed by the City or its designated Consultant (if applicable) include, but are not limited to, the following:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## **III. Final Design – Plans, Specifications and Estimates**

Tasks to be performed by the City's Design Consultant include, but are not limited to, the following:

- A. Design the ultimate build out of the intersection of Pacific Coast Highway and Anita Street, and ultimate left and right turn lanes channelization strategy for

Anita Street, based on the City reviewed “**Pacific Coast Highway and Anita Street Intersection Improvement Report**”.

- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property and business owners along Anita Street and around the intersection of the Pacific Coast Highway and Anita Street, particularly with issues of right-of-way acquisition, parking and traffic detour during construction.
- E. Prepare Construction Specifications consistent with City format (SSPWC “Greenbook” APWA, current edition with updates).
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an Engineer’s Construction Cost Estimate based on the itemized quantity take-off from the construction plans and contract documents.
- H. Submittal of the Engineer’s Construction Cost Estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

#### IV. **Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

Tasks to be performed by the City hired Consultant include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of “**Pacific Coast Highway and Anita Street Intersection Improvement Report**”, progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

#### **CONSTRUCTION:**

The Lead Agency, City in this case, expects to provide construction oversight, procure a consultant for construction management, award a low and competitive bid contract for construction and to perform the following tasks:

- A. Conduct a “Ground Breaking” ceremony for the project.

- B.** Unless City decides to do inhouse, City should contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C.** Contract with a Contractor for construction, hired through a competitive bid and award process.
- D.** Conduct a “Ribbon Cutting” ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and the Lead Agency shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs. At the end of the Construction Phase, the Design Consultant shall prepare the As-built plans for the project.

**MILESTONES:** The implementation schedule for this project will be as follows.

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>SOLICITATION (BID/PROPOSAL)</b>	Nov 1, 2019	Mar 31, 2020
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract		
<b>PLANNING</b>	July 1, 2019	Aug 31, 2019
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
<b>PRELIMINARY DESIGN</b>	Sept 1, 2019	Oct 31, 2019
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
<b>PA&amp;ED</b>	Nov 1, 2019	Dec 31, 2019
Prepare Environmental Document Document Type: _____		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
<b>PS&amp;E</b>	November 1, 2021	Dec 31, 2022
<b>35% PS&amp;E</b>	November 1, 2021	January 31, 2022
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civic Design		
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
<b>65% PS&amp;E</b>	February 1, 2022	June 30, 2022
Civil Design Plans		
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
<b>95% PS&amp;E</b>	July 1, 2022	Oct 31, 2022
Civil Design Plans		
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
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Equipment Specifications		
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Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
<b>Utility Relocation</b>	April 1, 2023	June 30, 2023
Third Party Coordination		
Design Utilities		

Relocate Utilities		
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**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows:

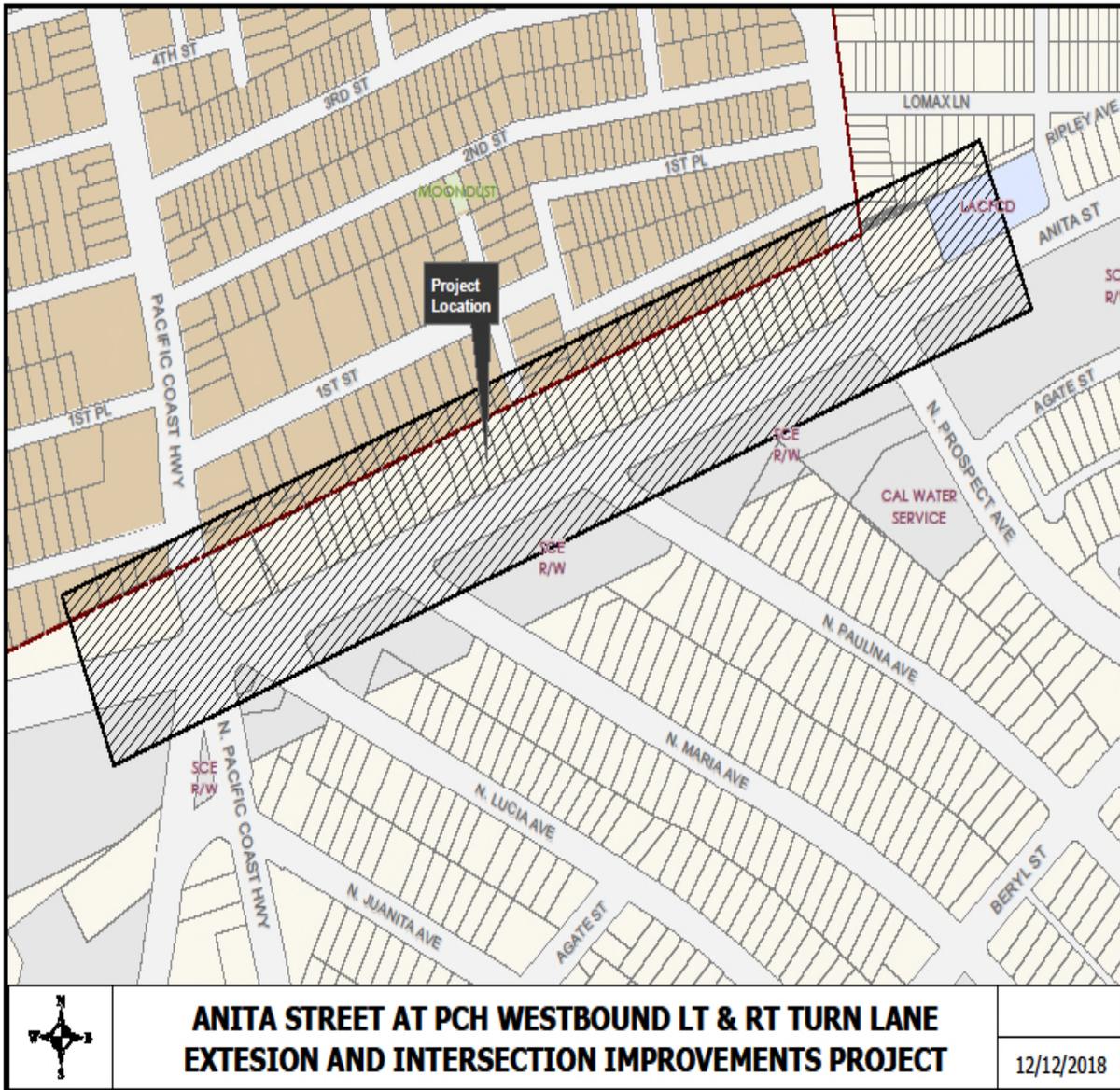
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Solicitation (Bid/Proposal)</b>	Jan 1, 2023	April 30, 2023
Develop Solicitation Package		
Solicitation Response		
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Board Approval Process		
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<b>Environmental</b>	June 15, 2023	Aug 31, 2023
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Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
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Rebar Placement		
Pole Placement		
<b>Traffic Control</b>	June 10, 2023	March 31, 2024
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<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Utilities</b>	June 10, 2023	Sept 30, 2023
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SCE		
LADOT		
<b>Materials</b>	July 1, 2023	December 31, 2023
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
<b>Electrical</b>	January 1, 2024	January 31, 2024
Power U/G Communication		
A/G Testing/Acceptance		
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Landscape</b>		

FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
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Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
<b>Change Orders/ Project Close Out</b>	February 1, 2024	March 15, 2024
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

**ATTACHMENT C-2 – Location Map(s)**



FTIP #: LA9918819  
Subregion ID: Interstate 405, I-110, I-105 and SR-91  
Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
Amendment No. 1  
FA# 9200000000MR31238

AMENDMENT No.1  
TO MEASURE R FUNDING AGREEMENT BETWEEN  
CITY OF REDONDO BEACH  
AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of October 15, 2020 by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. WHEREAS, the Grantee and LACMTA entered into that certain Funding Agreement No. 9200000000MR31238, dated February 15, 2020 (the "Existing FA"), which Existing FA provides for the Project Approval & Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E) of the Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project (the "Project"); and

B. WHEREAS, at its June 25, 2020 meeting, the LACMTA Board of Directors approved an additional \$2,100,000 for a total Project budget of \$2,400,000; and

C. WHEREAS, the total designated amount for Project Approval & Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E), and Construction of the Project is \$2,400,000; and

D. WHEREAS, the Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$2,400,000 (the “Funds”) for the Project. LACMTA Board of Directors actions on June 27, 2019 and June 25, 2020 granted the Measure R Funds for the Project. The Funds are currently programmed in three Fiscal Years: \$300,000 in FY 2019-20; \$500,000 in FY 2020-21; and \$1,600,000 in FY 2021-22.”

2. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “(vii) within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2022. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2023. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024.”

3. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.

4. Attachment B1 of the Existing FA is hereby replaced by Attachment B1-1, attached.

5. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.

6. Attachment E of the Existing FA is hereby replaced by Attachment E-1, attached.

7. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

FTIP #: LA9918819  
Subregion ID: Interstate 405, I-110, I-105 and SR-91  
Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
Amendment No. 1  
FA# 920000000MR31238

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: *for Phillip A. Washington* Date: *1/26/2021*  
Phillip A. Washington  
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA  
Acting County Counsel

By: *[Signature]* Date: *12/3/2020*  
Deputy

GRANTEE:

CITY OF REDONDO BEACH

By: *William C. Brand, M.P.T For* Date: *4/15/21*  
William C. Brand  
City Mayor

APPROVED AS TO FORM:

By: *Michael W. Webb* Date: *4/15/2021*  
Michael W. Webb  
City Attorney

ATTEST BY:

By: *Eleanor Manzano* Date: *4/16/2021*  
Eleanor Manzano  
City Clerk

FTIP #: LA9918819

ATTACHMENT A-1 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31238 A-1

Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project#: MR312.38

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2023-24	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS		\$ 300,000	\$ 500,000	\$ 1,600,000			\$ 2,400,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ 300,000	\$ 500,000	\$ 1,600,000	\$ -	\$ -	\$ 2,400,000	96%
OTHER SOURCES OF FUNDING:								
LOCAL:		\$ 100,000					\$ 100,000	4%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	4%
TOTAL PROJECT FUNDS	\$ -	\$ 400,000	\$ 500,000	\$ 1,600,000	\$ -	\$ -	\$ 2,500,000	100%

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR31238 A-1  
 Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project#: MR312.38

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED							\$50,000		\$50,000
PS&E								\$50,000	\$50,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$100,000
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$100,000
OTHER NON LACMTA FUNDING:									
LOCAL:									
PAED									\$0
PS&E	\$100,000								\$100,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total LOCAL	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
SUM NON-LACMTA FUNDS :	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
PROJECT FUNDING FY19-20 and FY20-21	\$100,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$200,000
SOURCES OF FUNDS	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY2022-23 Qtr 1	FY2022-23 Qtr 2	FY2022-23 Qtr 3	FY2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E	\$100,000	\$100,000							\$200,000
RW Support									\$0
Const. Support			\$50,000	\$75,000	\$75,000				\$200,000
RW									\$0
Construction			\$500,000	\$700,000	\$600,000	\$100,000			\$1,900,000
Total MEASURE R	\$100,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$0	\$0	\$2,300,000
SUM PROG LACMTA FUNDS:	\$100,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$0	\$0	\$2,300,000
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY21-22 and FY22-23	\$100,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$0	\$0	\$2,300,000
<b>SUMMARY OF ALL FUNDS</b>									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$50,000
PS&E	\$200,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$350,000
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$50,000	\$75,000	\$75,000	\$0	\$0	\$0	\$200,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$500,000	\$700,000	\$600,000	\$100,000	\$0	\$0	\$1,900,000
TOTAL MILESTONES	\$200,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$50,000	\$50,000	\$2,500,000
SUM PROG LACMTA FUNDS	\$100,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$50,000	\$50,000	\$2,400,000
SUM NON-LACMTA FUNDS	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
TOTAL PROJECT FUNDING	\$200,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$50,000	\$50,000	\$2,500,000

FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
 Amendment No.1  
 FA# 9200000000MR31238

ATTACHMENT C-1  
 SCOPE OF WORK

PROJECT TITLE: Pacific Coast Highway (PCH) at Anita St Intersection Improvements

PROJECT LOCATION:

The project is located in the City of Redondo Beach in the County of Los Angeles.

PROJECT LIMITS:

This project limits are along Anita Street from the intersection of Pacific Coast Highway to Prospect Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

This is an intersection improvement project which will reduce congestion and improve traffic flow on Pacific Coast Highway (PCH). An eligible Highway Operational Improvement, the project will extend turn lanes on Anita Street to PCH, a major north-south State Highway that runs parallel to Interstate 405.

PROJECT BACKGROUND:

Anita Street, comprised of 4 lanes (2 east bound and 2 west bound lanes), serves as a key distributor to PCH. The intersection of Anita Street and PCH was identified in the Pacific Coast Highway Arterial Improvement Study (2018) as operating at a deficient level of service. Inadequate turn lane storage on Anita Street contributes to long delays and interrupts the flow of through lane traffic. Based on the recommendation of the traffic analysis and study, the City of Redondo Beach proposed this Anita Street at Pacific Coast Highway Intersection Improvement project. This project will improve the flow of traffic through this intersection.

PROJECT BUDGET:

Component	Measure R	Local Funds
PAED	\$50,000	
PS&E	\$ 250,000	\$100,000
R/W Support		
R/W Capital		
Construction Support	\$200,000	
Construction Capital	\$1,900,000	
<b>Total Budget: \$ 2,500,000</b>		

## SCOPE:

The intersection of westbound (WB) Anita Street onto PCH consists of 2 dedicated left-turn lanes, 1 through lane, and 1 dedicated right-turn lane. The project will add additional queuing space on westbound (WB) Anita Street for left and right turn movements onto northbound (NB) PCH.

Project improvements are as follows:

- 1) Extend the WB dual left-turn lane on Anita Street from the existing 175 feet to approximately 310 feet
- 2) Extend the WB dedicated right-turn lane on Anita Street to approximately 510 feet

These improvements will require removal of the existing raised median and require on-street parking restriction or removal. The project also includes traffic signal modification and channelization. The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology.

Following the traffic study, if a median must be provided, a narrow median could be an option. No additional right-of-way is required per the ongoing preliminary design study. Based on the final design, additional re-construction of the median island may be necessary. A dual westbound right turn lane is also being looked into as an alternative. The length of the dual right turn lane, in that case would be smaller than the single right turn lane.

A preliminary design, environmental study, generation of plans, specifications and estimates, Caltrans permit process, utility relocation, competitive bid & award, construction, construction management, project management and final close out of the project are included among the scope of work.

## DESIGN:

- I. Preliminary Design – Proposed “Pacific Coast Highway and Anita Street Intersection Improvement Report” as Final Work Product

Tasks to be performed by City hired Consultant include, but are not limited to, the following:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency’s General Plan Circulation Element and other plans, as these plans pertain to the channelization, widening and ultimate build-out of the Pacific Coast Highway and Anita Street intersection.
- C. Layout plans prepared and selected by the initial study are to be incorporated into the final design.
- D. Obtain 24 hour and other necessary traffic and pedestrian counts to analyze and compare existing level of service to future level of service of the intersection.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.

- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- G. Conduct geotechnical investigations of the project area along the Anita Street, between the Pacific Coast Highway and N. Prospect Ave.
- H. Identify right-of-way acquisitions, and/or vacations, if applicable, to provide for the optimal alignment of the lanes, which shall incorporate roadway widening (if any), development build outs and preservation of existing improvements and scenic character of the area.
- I. Identify street pavement structural sections for project lanes and intersection area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy as part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations, if any, shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost Estimates and Specifications for all recommended improvements identified in the Report.

## **II. Environmental Analysis**

Unless the project is eligible for a Categorical Exemption, the following Environmental process would be required: Tasks to be performed by the City or its designated Consultant (if applicable) include, but are not limited to, the following:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## **III. Final Design – Plans, Specifications and Estimates**

Tasks to be performed by the City's Design Consultant include, but are not limited to, the following:

- A. Design the ultimate build out of the intersection of Pacific Coast Highway and Anita Street, and ultimate left and right turn lanes channelization strategy for Anita Street, based on the City reviewed "Pacific Coast Highway and Anita Street Intersection Improvement Report".
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property and business owners along Anita Street and around the intersection of the Pacific Coast Highway and Anita Street, particularly with issues of right-of-way acquisition, parking and traffic detour during construction.
- E. Prepare Construction Specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an Engineer's Construction Cost Estimate based on the itemized quantity take-off from the construction plans and contract documents.
- H. Submittal of the Engineer's Construction Cost Estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

Tasks to be performed by the City hired Consultant include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Pacific Coast Highway and Anita Street Intersection Improvement Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

CONSTRUCTION:

The Lead Agency, City in this case, expects to provide construction oversight, procure a consultant for construction management, award a low and competitive bid contract for construction and to perform the following tasks:

- A. Conduct a "Ground Breaking" ceremony for the project.
- B. Unless City decides to do inhouse, City should contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction, hired through a competitive bid and award process.
- D. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and the Lead Agency shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs. At the end of the Construction Phase, the Design Consultant shall prepare the As-built plans for the project.

FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
 Amendment No.1  
 FA# 9200000000MR31238

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
<b>SOLICITATION (BID/PROPOSAL)</b>	Nov 1, 2019	Mar 31, 2020
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract		
<b>PLANNING</b>	July 1, 2019	Aug 31, 2019
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
<b>PRELIMINARY DESIGN</b>	Sept 1, 2019	Oct 31, 2019
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
<b>PA&amp;ED</b>	Nov 1, 2019	Dec 31, 2019
Prepare Environmental Document Document Type: _____		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
<b>PS&amp;E</b>	November 1, 2020	Dec 31, 2021
<b>35% PS&amp;E</b>	November 1, 2020	January 31, 2021
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civic Design		
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
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Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
<b>65% PS&amp;E</b>	<b>February 1, 2021</b>	<b>June 30, 2021</b>
Civil Design Plans		
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
<b>95% PS&amp;E</b>	<b>July 1, 2021</b>	<b>Oct 31, 2021</b>
Civil Design Plans		
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	Nov 30, 2021	Nov 30, 2021
Outside Agency Review	July 1, 2021	Dec 31, 2021
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION (Optional)</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
<b>Utility Relocation</b>	<b>April 1, 2022</b>	<b>June 30, 2022</b>

FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
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Third Party Coordination		
Design Utilities		
Relocate Utilities		

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows:

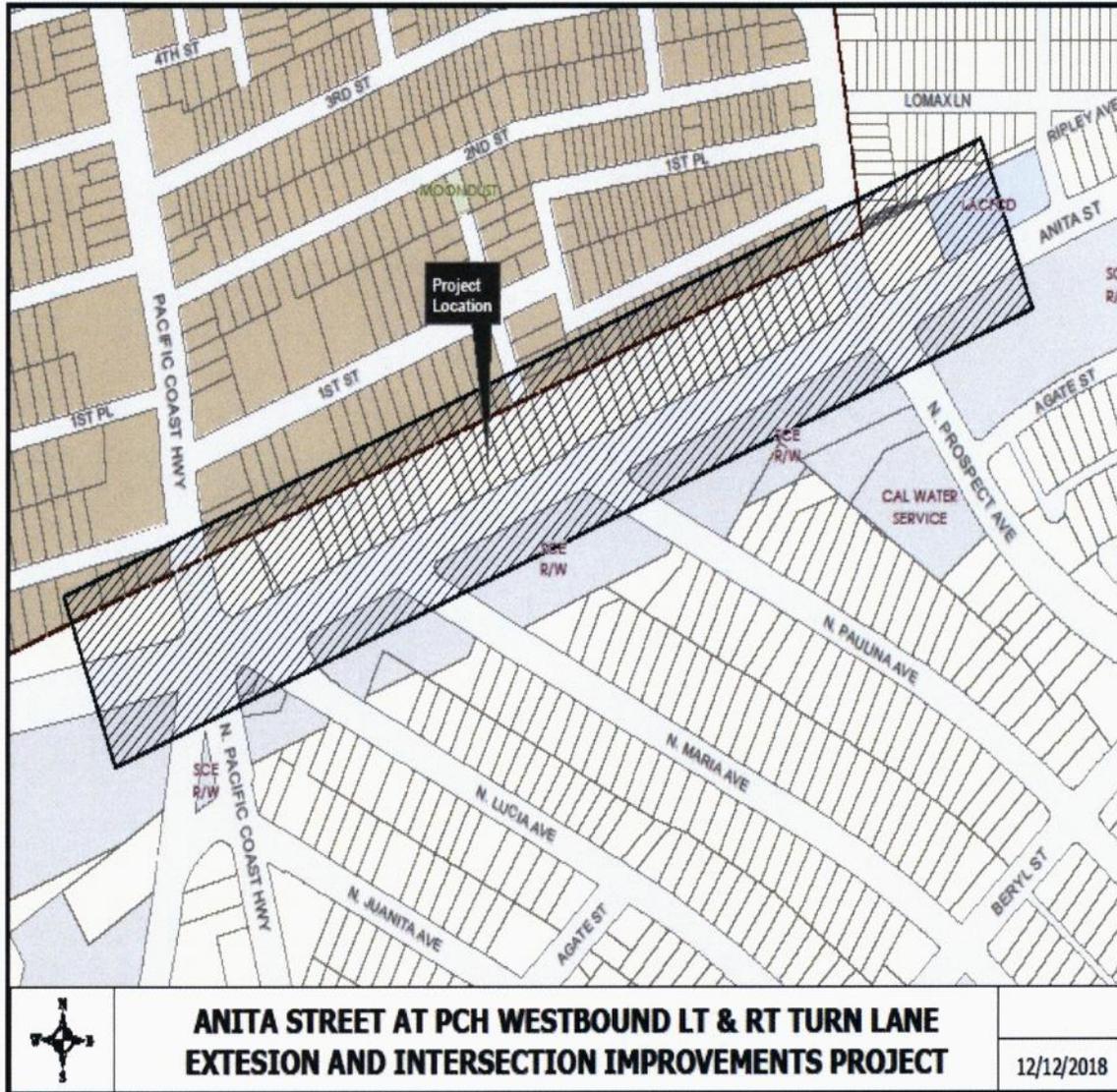
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Solicitation (Bid/Proposal)</b>	Jan 1, 2022	April 30, 2022
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract		April 30, 2022
<b>Excavation</b>	May 15, 2022	May 31, 2022
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
<b>Environmental</b>	May 1, 2022	June 30, 2022
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work		
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>	May 1, 2022	November 31, 2022
TMP		
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Utilities</b>	May 1, 2022	Aug 31, 2022
DWP		
SCE		
LADOT		
<b>Materials</b>	July 1, 2022	October 31, 2022
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
<b>Electrical</b>	September 1, 2022	November 30, 2022
Power U/G Communication		
A/G Testing/Acceptance		

FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

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	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Landscape</b>		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
<b>Change Orders/ Project Close Out</b>	December 1, 2022	December 31, 2022
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

ATTACHMENT C-1 – Location Map(s)





## MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of February 15, 2020 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Redondo Beach ("GRANTEE") for Pacific Coast Highway (PCH) at Anita St. Intersection Improvements, LACMTA Project ID# MR312.38 and FTIP# LA9918819, (the "Project"). This Project is eligible for funding under Line 33, Interstate 405, I-110, I-105 and SR-91 Ramp and Interchange Improvements (South Bay), of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund Project Approval & Environmental Document (PA&ED) and Plans, Specifications and Estimates (PS&E) of the Project.

WHEREAS, the LACMTA Board, at its June 27, 2019 meeting, programmed \$300,000 in Measure R Funds to GRANTEE for PA&ED and PS&E, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$300,000 in Measure R Funds in Fiscal Year (FY) FY 2019-20. The total designated for PA&ED and PS&E of the Project is \$300,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

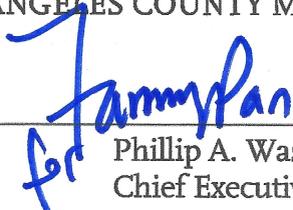
1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. 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:  Date: 5/1/2020  
for Phillip A. Washington  
Chief Executive Officer

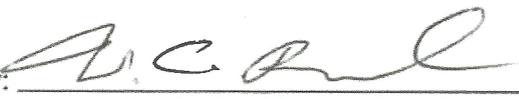
APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

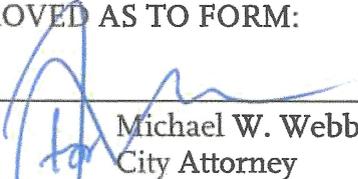
By:  Date: 2/21/2020  
Deputy

GRANTEE:

CITY OF REDONDO BEACH

By:  Date: 4/8/2020  
William C. Brand  
City Mayor

APPROVED AS TO FORM:

By:  Date: 4/8/20  
Michael W. Webb  
City Attorney

ATTEST:

By:  Date: 4/8/2020  
Eleanor Manzano  
City Clerk

**PART I**  
**SPECIFIC TERMS OF THE FA**

1. Title of the Project (the "Project"): Pacific Coast Highway (PCH) at Anita St. Intersection Improvements – Project Approval & Environmental Document (PA&ED) and Plans, Specifications and Estimates (PS&E). LACMTA Project ID# MR312.38 FTIP# LA9918819.
2. Grant Funds:
  - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
  - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$300,000 (the "Fund") for the Project. LACMTA Board of Directors' action of June 27, 2019 granted the Measure R Funds for the Project. The Funds are programmed over (1) year for Fiscal Year (FY) FY 2019-20.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly 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 and is attached as Attachment A. 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-1** 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 Managing Executive Officer of Construction & Engineering in writing. If the LACMTA's Managing Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. 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 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. 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 this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering 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 it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress 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 “Monthly Progress Report” and/or the “Quarterly Expenditure Report”. The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the “FTIP PROJECT SHEET (PDF)”, is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. GRANTEE shall comply with the “Special Grant Conditions” attached as **Attachment G**, if any.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed

without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Isidro Panuco  
LACMTA PROJECT MANAGER  
MAIL STOP: 99-18-2  
(213) 418-3208  
PanucoI@metro.net

13. GRANTEE's Address:

City of Redondo Beach  
Engineering Services Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Didar Khandker  
(310) 318-0661 x2456  
Didar.Khandker@Redondo.Org

14. 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 and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (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, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

**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 R 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 (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to 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 Monthly Progress Report or the Quarterly 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 Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account 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# MR312.38 and FA# 9200000000MR31238  
Isidro Panuco; Mail Stop 99-18-2

#### 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 and the specifications for use for the transportation purposes described in the Ordinance.

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. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. 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 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.

#### 5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly 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 complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [www.metro.net/projects\\_studies/call\\_projects/ref\\_docs.htm](http://www.metro.net/projects_studies/call_projects/ref_docs.htm). GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly 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 Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly 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 shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly 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 Monthly Progress and the Quarterly 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 Monthly Progress and Quarterly 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.

6.2 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 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 Monthly Progress Reports and Quarterly 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.

6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 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.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE 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.

6.6 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.

6.7 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, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 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.

6.10 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.

6.11 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 R 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 R 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 may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still 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.

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. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

## 9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2<sup>nd</sup>) fiscal year** following the year the Funds were first programmed; and
- (iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (v) 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 (Scope of Work) of this FA; and
- (vi) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vii) Expending the Funds granted under this FA for allowable costs within **five years or 60 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 2019-20 are subject to lapse by June 30, 2024.

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 Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. 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; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, 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 Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials 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 Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

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 compliance with the terms and conditions of this Section. GRANTEE'S failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

### 13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish

any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and insure 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, and any assignment without said consent 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 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see [www.metro.net](http://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 [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.14 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.15 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 R Program - Funding Agreement Projects - FA# 920000000MR31238

Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements      Project#: MR312.38

**PROGRAMMED BUDGET - SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Years	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS				\$ 300,000			\$ 300,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000	75%
OTHER SOURCES OF FUNDING:								
LOCAL:					\$ 100,000		\$ 100,000	25%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	25%
TOTAL PROJECT FUNDS								
	\$ -	\$ -	\$ -	\$ 300,000	\$ 100,000	\$ -	\$ 400,000	100%

**ATTACHMENT B**  
**MEASURE R EXPENDITURE PLAN GUIDELINES**  
**PROJECT DEVELOPMENT AND RIGHT OF WAY**

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

**What AB 2321 (2008, Feuer) Says About the Expenditure Plan:**

Section b (3) B

*(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.*

*(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:*

*(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:*

*(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.*

*(2) The reason for the proposed amendment.*

*(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.*

**ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31238

Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements

Project#: MR312.38

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED			\$50,000						\$50,000
PS&E				\$100,000	\$150,000				\$250,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total MEASURE R</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$300,000</b>
<b>PROP C 25%</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>							
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$300,000</b>
<b>OTHER NON LACMTA FUNDING:</b>									
<b>LOCAL:</b>									
PAED									\$0
PS&E						\$50,000	\$50,000		\$100,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total LOCAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$100,000</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$100,000</b>
<b>PROJECT FUNDING FY19-20 and FY 20-21</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$400,000</b>
<b>PAED</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>
<b>PS&amp;E</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$350,000</b>
<b>RW Support</b>	<b>\$0</b>	<b>\$0</b>							
<b>Const. Support</b>	<b>\$0</b>	<b>\$0</b>							
<b>RW</b>	<b>\$0</b>	<b>\$0</b>							
<b>Construction</b>	<b>\$0</b>	<b>\$0</b>							
<b>TOTAL MILESTONES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$400,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$300,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$100,000</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$400,000</b>

## ATTACHMENT C SCOPE OF WORK

**PROJECT TITLE:** Pacific Coast Highway (PCH) at Anita St Intersection Improvements

**PROJECT LOCATION:**

The project is located in the City of Redondo Beach in the County of Los Angeles.

**PROJECT LIMITS:**

The project limits are along Anita Street from the intersection of Pacific Coast Highway to Prospect Avenue.

**NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:**

This is an intersection improvement project which will reduce congestion and improve traffic flow on Pacific Coast Highway (PCH). An eligible Highway Operational Improvement, the project will extend turn lanes on Anita Street to PCH, a major north-south State Highway that runs parallel to Interstate 405.

**PROJECT BACKGROUND:**

Anita Street, comprised of 4 lanes (2 east bound and 2 west bound lanes), serves as a key distributor to PCH. The intersection of Anita Street and PCH was identified in the Pacific Coast Highway Arterial Improvement Study (2018) as operating at a deficient level of service. Inadequate turn lane storage on Anita Street contributes to long delays and interrupts the flow of through lane traffic. Based on the recommendation of the traffic analysis and study, the City of Redondo Beach proposed this Anita Street at Pacific Coast Highway Intersection Improvement project.

**PROJECT BUDGET:**

COMPONENT	Measure R	Local Funds
PA/ED	50,000	000,000
PS and E	250,000	100,000
R/W Support	000,000	000,000
R/W Capital	000,000	000,000
Construction Support	000,000	000,000
Construction Capital	<u>000,000</u>	<u>000,000</u>
Total Budget	\$ 300,000	100,000

## SCOPE:

The intersection of westbound (WB) Anita Street onto PCH consists of 2 dedicated left-turn lanes, 1 through lane, and 1 dedicated right-turn lane. The project will add additional queuing space on westbound (WB) Anita Street for left and right turn movements onto northbound (NB) PCH.

Project improvements are as follows:

- 1) Extend the WB dual left-turn lane on Anita Street from the existing 175 feet to approximately 310 feet
- 2) Extend the WB dedicated right-turn lane on Anita Street to approximately 510 feet

These improvements will require removal of the existing raised median and require on-street parking restriction or removal. The project also includes traffic signal modification and channelization. A preliminary design, environmental study, generation of plans, specifications and estimates, Caltrans permit process, construction, construction management, project management and final close out of the project are included in the scope of work.

## DESIGN:

### I. Preliminary Design and Concept Report

Tasks to be performed include, but are not limited to, the following:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the City's Pacific Coast Highway Corridor Congestion Reduction Study conducted by the City's Consultant, General Plan Circulation Elements and other plans, as these plans pertain to the improvement of circulation of the intersection of Anita Street and Pacific Coast Highway.
- C. Incorporate City provided layout plans into the Project Concept Report, to be fully developed into the final design in the PS&E phase.
- D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- F. Conduct geotechnical investigations of Anita Street, between Prospect Avenue and Pacific Coast Highway.
- G. Identify if any right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area. If any right-of-way acquisition required, the project will require additional resources.
- H. Identify street pavement structural sections for project area.
- I. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- J. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for As part of the

Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures.

- K. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.
- H. Delineation of the Waters of the US will be conducted within the ESL if applicable.

## III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

- A. Design the ultimate build out of Anita Street, and ultimate repair strategy for the intersection of Anita Street and Pacific Coast Highway, based on the City reviewed Preliminary Concept Report.
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- D. Assist the City for the Community Information Workshop (if any) after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners around the project area.
- E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA), current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

Tasks to be performed include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.



**MILESTONES:** The implementation schedule for this project will be as follows:

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>SOLICITATION (BID/PROPOSAL)</b>	<b>Nov 1, 2019</b>	<b>Mar 31, 2020</b>
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract		
<b>PLANNING</b>	<b>July 1, 2019</b>	<b>Aug 31, 2019</b>
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
<b>PRELIMINARY DESIGN</b>	<b>Sept 1, 2019</b>	<b>Oct 31, 2019</b>
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
<b>PA&amp;ED</b>	<b>Nov 1, 2019</b>	<b>Dec 31, 2019</b>
Prepare Environmental Document Document Type: _____		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
<b>PS&amp;E</b>	<b>April 1, 2020</b>	<b>Dec 31, 2020</b>
<b>35% PS&amp;E</b>		
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civic Design		
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
<b>65% PS&amp;E</b>	July 1, 2020	Aug 31, 2020
Civil Design Plans		
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
<b>95% PS&amp;E</b>	Sept 1, 2020	Oct 31, 2020
Civil Design Plans		
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	Nov 30, 2020	Nov 30, 2020
Outside Agency Review		
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION (Optional)</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
<b>Utility Relocation</b>	April 1, 2021	June 30, 2021
Third Party Coordination		
Design Utilities		
Relocate Utilities		
Rev: 02.05.13	6	FA Attachment C



**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows:

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Solicitation (Bid/Proposal)</b>	Jan 1, 2021	April 30, 2021
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract		April 30, 2021
<b>Excavation</b>	May 15, 2021	May 31, 2021
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
<b>Environmental</b>	May 1, 2021	June 30, 2021
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work		
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>	May 1, 2021	May 31, 2022
TMP		
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Utilities</b>	May 1, 2021	Aug 31, 2021
DWP		
SCE		
LADOT		
<b>Materials</b>	July 1, 2021	Mar 31, 2022
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
<b>Electrical</b>	Mar 1, 2022	Apr 30, 2022
Power U/G Communication		
A/G Testing/Acceptance		

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Landscape</b>		
Clearing		



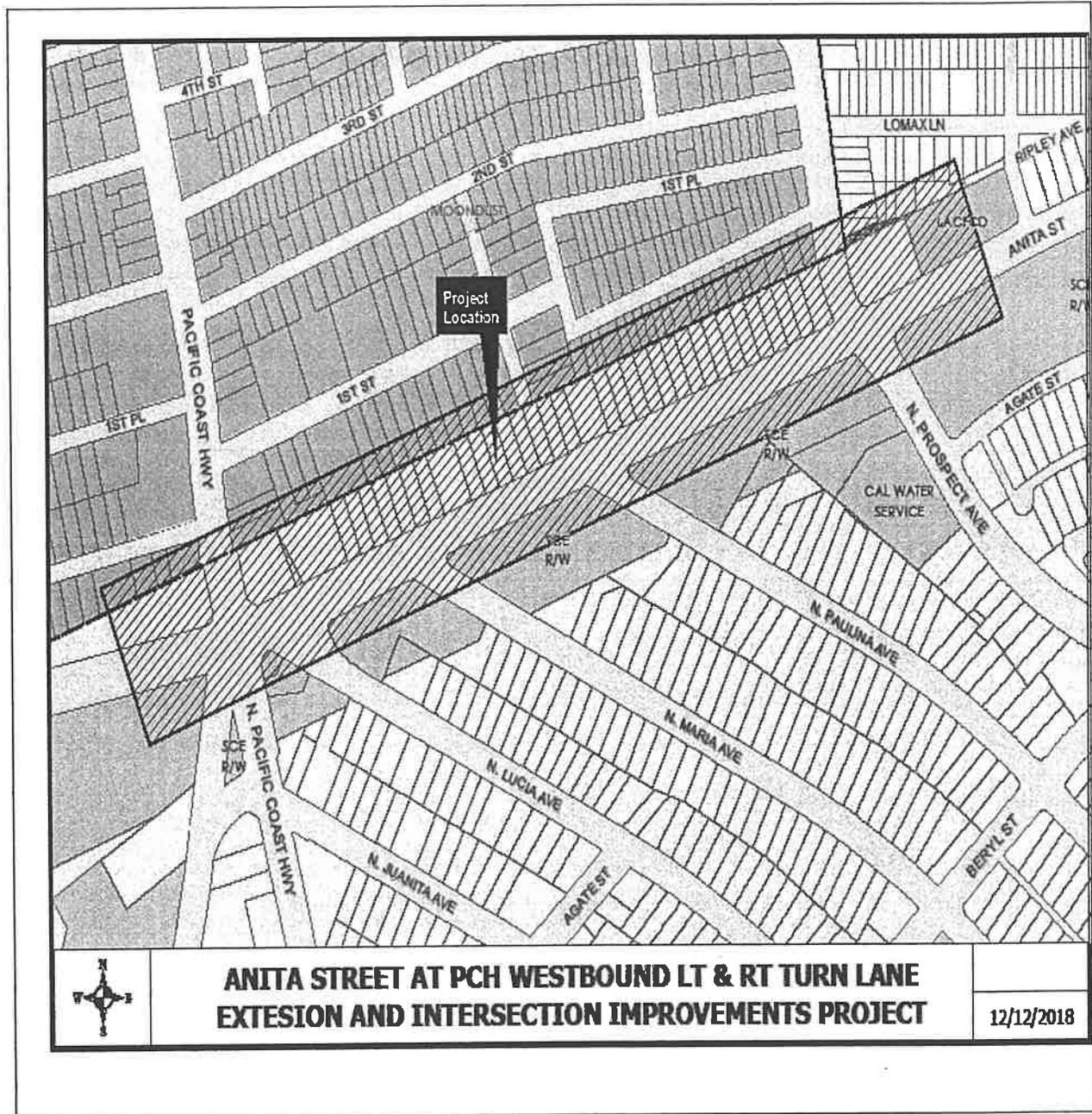
FTIP #: LA9918819  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38  
 FA# 9200000000MR31238

Planting		
Plant Establishment		
Irrigation		
Testing		
<b>Change Orders/ Project Close Out</b>	May 1, 2022	June 30, 2022
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		



**ATTACHMENT C - Location Map(s)**



## FA ATTACHMENT D

### PROJECT REPORTING & EXPENDITURE GUIDELINES

#### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D1**) is 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 a quarterly report to the LACMTA at [ACCOUNTSPAYABLE@METRO.NET](mailto: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 provide 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.
- GRANTEES are 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 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

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.



## EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

## DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA  
 ATTACHMENT D-1  
 PROJECT TITLE:  
 MONTHLY PROGRESS REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO METRO PROJECT MANAGER after the close of each month. 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: GENERAL INFORMATION**

PROJECT TITLE: \_\_\_\_\_

FA #: \_\_\_\_\_

MONTHLY REPORT SUBMITTED FOR: Month: \_\_\_\_\_ Year: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

LACMTA Project Manager	Name:	
	Phone Number:	
	e-mail:	

GRANTEE Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	



LACMTA  
 ATTACHMENT D-1  
 PROJECT TITLE:  
 MONTHLY PROGRESS REPORT

**SECTION 3 : MONTHLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES 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. Additionally, please provide a CPM if the project is in construction.

FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year)	Schedule Variance (Months)
<b>SOLICITATION (BID/PROPOSAL)</b>							
Develop Solicitation Package							
Fully Executed Contract							
<b>PLANNING</b>							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
<b>PA&amp;ED</b>							
<b>OTHER: (Please specify)</b>							
<b>SOLICITATION (BID/PROPOSAL)</b>							
Develop Solicitation Package							
Fully Executed Contract							
<b>PS&amp;E</b>							
35% PS&E							
65% PS&E							
95% PS&E							
<b>OTHER: (Please specify)</b>							
<b>ROW</b>							
<b>OTHER: (Please specify)</b>							
<b>SOLICITATION (BID/PROPOSAL)</b>							
Develop Solicitation Package							
Fully Executed Contract							
<b>CONSTRUCTION</b>							
<b>OTHER: (Please specify)</b>							

**2. PROJECT COMPLETION**

Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- Ahead of original FA schedule
  Less than 12 months behind original schedule  
 On schedule per original FA schedule
  More than 24 months behind original schedule  
 Between 12-24 months behind original schedule



LACMTA  
 ATTACHMENT D-1  
 PROJECT TITLE:  
 MONTHLY PROGRESS REPORT

**3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this month.

**4. PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY**

If the project is delayed, include description of the delay and action items that have been, or will be, undertaken to resolve the delay.

Delay Issue(s)	Targeted Resolution/Response Date

**6. COST SUMMARY**

FA Milestones	Project Budget	LACMTA Approved Changes	Current Approved Budget	Expenditures to Date	Cost Variance	Percent Completed By Dollar Amount
PLANNING						
PA&ED						
PS&E						
ROW Support						
ROW						
CONSTRUCTION Support						
CONSTRUCTION						

**7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER**

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies
Environmental			
Planning			
Design			
ROW			
Construction			
Bid/Award			
Third Party			

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



**LACMTA FA MEASURE R ATTACHMENT D-2  
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000MR
Quarterly Report #	

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO**

**ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,  
May 31 and August 31. Please note that letters or other forms  
 of documentation may **not** be substituted for this form. Refer to the  
 Reporting and Expenditure Guidelines (Attachment C) 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 R Grant \$
<b>Project Quarter Expenditure</b>	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
<b>Project-to-Date Expenditure</b>	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	



**SECTION 2: GENERAL INFORMATION**

**PROJECT TITLE:** \_\_\_\_\_

**FA #:** \_\_\_\_\_

**QUARTERLY REPORT SUBMITTED FOR:**

**Fiscal Year :**       2014-2015       2015-2016       2016-2017  
 2017-2018       2018-2019       2019-2020

**Quarter :**       Q1: Jul - Sep       Q2: Oct - Dec  
 Q3: Jan - Mar       Q4: Apr - Jun

**DATE SUBMITTED:** \_\_\_\_\_

**LACMTA MODAL CATEGORY:**

RSTI       Pedestrian       Signal Synchronization  
 TDM       Bicycle       Goods Movement  
 Transit

<b>LACMTA Project Manager</b>	Name:	
	Phone Number:	
	E-mail:	

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	



**SECTION 3 : QUARTERLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> 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 Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
<b>Total Project Duration (Months)</b>				

**2. PROJECT COMPLETION**

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
  Less than 12 months behind original schedule  
 Between 12-24 months behind original schedule
  More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
  No
  Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
  No
  Not Applicable



**3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

**4. PROJECT DELAY**

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

**5. ACTION ITEMS TO RESOLVE DELAY**

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
<b>TOTAL</b>		

**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 that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
- ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects).
- Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*



# Los Angeles Metropolitan Transportation Authority 2019 Federal Transportation Improvement Program (\$000)

TIP ID **LA9918819**

Implementing Agency **Redondo Beach, City of**

Project Description: Pacific Coast Highway (PCH) at Anita Street Intersection Improvements. Anita Street at Pacific Coast Highway (PCH) Westbound Left Turn and Right Turn Lane Extension and Intersection Improvements Project.

SCAG RTP Project #: Study: N/A Is Model: Model #: PM: Didar Khandker - (310)318-0661

LS: N LS GROUP#: Conformity Category: EXEMPT - 93.127

System :Local Hwy	Route :	Postmile:	Distance:	Phase: Environmental Document/Pre-Design Phase (PAED)	Completion Date 09/30/2021
Lane # Exld:	Lane # Prop:	Imprv Desc:	Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 12/19/2019		
Toll Rate: 0.00	Toll Colc Loc:	Toll Method:	Hov acs eg loc:	Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area: Sub-Region: South Bay Cities COG
Program Code: NCRH1 - INTERSECTION IMPROVEMENTS/CHANNELIZATION Stop Loc:				CTIPS ID:	EA #: PPNO:

	PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND	PROG	TOTAL
MR20H - Measure R 20% Highway	PE			\$300							\$300
	RW										
	CON										
	SUBTOTAL			\$300							\$300
	TOTAL			\$300							\$300
<b>TOTAL PE: \$300</b>			<b>TOTAL RW: \$0</b>			<b>TOTAL CON: \$0</b>					

- General Comment: MTA Board approved Measure R \$300,000 for PA&ED and PS&E of this Project. City also providing \$100,000 local match. Construction Funds from Measure R will be solicited in future years.
- Modeling Comment:
- TCM Comment:
- Amendment Comment:
- CMP Comment:
- Narrative:

**Last Revised Amendment 19-17 - Submitted**

Change reason: New Project

Total Cost

**\$300**



## ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. 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 the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

**AMENDMENT No. 5  
TO MEASURE R FUNDING AGREEMENT  
BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 5 to the Funding Agreement (this "Amendment"), is dated as of June 13, 2025 by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

**RECITALS:**

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000M31242 dated January 16, 2015, which was amended on August 31, 2019, August 25, 2020, August 25, 2021, and August 15, 2022 (as amended, the "Existing FA"), which Existing FA provides for the Project Approval and Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction of Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane) (the "Project"); and

B. WHEREAS, LACMTA Board on January 26, 2023 delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, ROW and, Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of FY 2015-16 funds to June 30, 2026; and

D. WHEREAS, the Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2<sup>nd</sup>) fiscal year** following the year the Funds were first programmed; and
- (iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (v) 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 (Scope of Work) of this FA; and
- (vi) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vii) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2013-14 and FY 2014-15 have been expended and are no longer available. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2026.”

2. Attachment B1-4 of the Existing FA is hereby replaced by Attachment B1-5, attached.

3. Attachment C-4 of the Existing FA is hereby replaced by Attachment C-5,

attached.

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No.5 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie Wiggins  
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:  \_\_\_\_\_ Date: 7/7/25  
Deputy

GRANTEE:

CITY OF REDONDO BEACH

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Light  
City Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joy A. Ford  
City Attorney

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eleanor Manzano  
City Clerk

**ATTACHMENT B1-5 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 92000000MR31242 A-5

Project Title: Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane)

Project#: MR312.42

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Expenditures	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>								
<b>MEASURE R FUNDS:</b>								
PAED	\$20,000							\$20,000
PS&E	\$420,000							\$420,000
RW Support	\$60,000							\$60,000
Const. Support	\$165,000							\$165,000
RW	\$550,725	\$50,000	\$609,275	\$1,000,000	600000			\$2,810,000
Construction	\$1,312,081	\$300,000	\$37,919	\$40,000	\$10,000			\$1,700,000
<b>Total MEASURE R</b>	<b>\$2,527,806</b>	<b>\$350,000</b>	<b>\$647,194</b>	<b>\$1,040,000</b>	<b>\$610,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>PROP C 25%</b>								
PAED								\$0
PS&E								\$0
RW Support								\$0
Const. Support								\$0
RW								\$0
Construction								\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$2,527,806</b>	<b>\$350,000</b>	<b>\$647,194</b>	<b>\$1,040,000</b>	<b>\$610,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT FUNDING FY24-25 and FY25-26</b>	<b>\$2,527,806</b>	<b>\$350,000</b>	<b>\$647,194</b>	<b>\$1,040,000</b>	<b>\$610,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUMMARY OF ALL FUNDS</b>								
PAED	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
PS&E	\$420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$420,000
RW Support	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Const. Support	\$165,000	\$0	\$0	\$0	\$0	\$0	\$0	\$165,000
RW	\$550,725	\$50,000	\$609,275	\$1,000,000	\$600,000	\$0	\$0	\$2,810,000
Construction	\$1,312,081	\$300,000	\$37,919	\$40,000	\$10,000	\$0	\$0	\$1,700,000
<b>TOTAL MILESTONES</b>	<b>\$2,527,806</b>	<b>\$350,000</b>	<b>\$647,194</b>	<b>\$1,040,000</b>	<b>\$610,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$2,527,806</b>	<b>\$350,000</b>	<b>\$647,194</b>	<b>\$1,040,000</b>	<b>\$610,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$2,527,806</b>	<b>\$350,000</b>	<b>\$647,194</b>	<b>\$1,040,000</b>	<b>\$610,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>

## **ATTACHMENT C-5**

### **SCOPE OF WORK**

**PROJECT TITLE:** Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane)

**PROJECT LOCATION:**

The project is located in the County of Los Angeles, in the City of Redondo Beach.

**PROJECT LIMITS:**

The project limits are the Northwest Corner of Inglewood Ave. at Manhattan Beach Blvd., from the corner to approximately 300 feet north of the intersection.

**NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:**

The purpose of this project is to construct a southbound right turn lane on Inglewood Ave. at the intersection of Manhattan Beach Blvd. to eliminate congestion for the southbound through traffic. Inglewood Blvd. is a major travel corridor from the I-405 freeway. This project will improve the flow of traffic through this intersection.

**BUDGET:**

<b>COMPONENT</b>	<b>AMOUNT</b>
PA/ED	20,000
PS and E	420,000
R/W Support	60,000
R/W Capital	2,810,000
Construction Support	165,000
Construction Capital	<u>1,700,000</u>
Total Budget	\$5,175,000

**PROJECT BACKGROUND:**

The Inglewood Ave Corridor is one of the most highly congested arterial roads and carries approximately 57,000 vehicles daily to and from the I-405 freeway and local streets, and approximately 3,400 and 4,000 vehicles travel through this corridor during the a.m. and p.m. peak hours, respectively. In 2007, an intersection LOS analysis conducted by the Redondo Beach Circulation Element found that the intersection of Inglewood Avenue and Manhattan Beach has been operating at LOS E-AM and LOS F-PM.

## SCOPE:

Inglewood Avenue runs north-south, located at the boundary between the City of Redondo Beach and the City of Lawndale, carries heavy traffic off of the Interstate I-405. Southbound Inglewood Avenue at the intersection of Manhattan Beach Blvd currently have the following lane configuration:

- One left turn lane
- Two through lanes
- One right turn lane

Currently, the intersection running at its lowest level of service & capacity causing significant delay and back-up traffic during the peak hours. This project will study and explore all necessary improvements at the intersection in order to reduce congestion and improve the level of service. City of Redondo Beach will acquire necessary right-of-way in order to accommodate one additional right turn lane for the southbound Inglewood Avenue at the intersection of Inglewood Avenue and Manhattan Beach Blvd. This project would explore various alternatives, design and construct the most feasible one. If feasible, the southbound Inglewood will have the following final configuration:

- One left turn lane
- Three through lanes
- One right turn lane

The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology. All necessary utility relocations are to be done under this project in order to accommodate one additional southbound lane, including Metropolitan Water District's utility vents & appurtenances and Southern California Edison power poles. City of Redondo Beach will coordinate the intersection improvements with the City of Lawndale.

## DESIGN:

### I. **Preliminary Design – “Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report” as Final Work Product**

“Consultant” Staff to perform the following tasks:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Inglewood Ave.
- C. Obtain 24 hour and other necessary traffic counts to compare existing Level of Service to future with project Level of Service at the intersection.
- D. Incorporate provided layout plans to be incorporated into the final design.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.

- G. Conduct soil contamination investigations within a 500 feet radius of Inglewood Ave and Manhattan Beach Blvd. intersection.
- H. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development, build outs and preservation of existing improvements and scenic character of the area.
- I. Obtain street pavement structural sections for project area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for the Inglewood Ave. at Manhattan Beach Blvd. Southbound Right Turn Lane Improvements. As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## II. Environmental Analysis

"Consultant" Staff to perform the following tasks as applicable to the project:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## III. Final Design – Plans, Specifications and Estimates

"Consultant" Staff to perform the following tasks:

- A. Design the ultimate build out of Inglewood Ave, and ultimate repair strategy for Inglewood Ave., based on the City reviewed "**Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report**".
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Bikeway/Signage/Signal Plans, and Street Lighting/Electrical.
- C. Submittal of plan set shall be delivered at 35%, 65%, 90%, 95% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide signed and stamped CAD files for all plan sheets.

- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners along Inglewood Ave, particularly with issues of right-of-way acquisition.
- E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 65% and 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

"Consultant" Staff to perform the following tasks:

**V.**

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**RIGHT-OF-WAY:**

**The budget includes Right-of-Way Support and Right-of-Way Capital costs.**

"Consultant" Staff to perform the following tasks:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

"Consultant" Staff to perform the following tasks

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.

- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement.

## **CONSTRUCTION**

**Lead Agency expects to provide construction oversight, procure a consultant for construction management and let a low bid contract for construction and to perform the following tasks:**

- A. Conduct a "Ground Breaking" ceremony for the project.
- B. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction.
- D. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and Lead Agency, shall be and not be limited to: Pre-Construction Meeting, progress meetings and preparation of response to RFIs.

**MILESTONES:** The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
<b>SOLICITATION (BID/PROPOSAL)</b>		
Develop Solicitation Package	May 1, 2015	September 1, 2015
Solicitation Response	September 23, 2015	November 1, 2015
Evaluations	November 1, 2015	November 27, 2015
Selection	November 27, 2015	December 4, 2015
Board Approval	February 2, 2016	March 1, 2016
Contract Award	March 1, 2016	March 1, 2016
Fully Executed Contract	April 1, 2016	April 1, 2016
<b>PLANNING</b>		
Prepare Concept Report	May 1, 2016	November 1, 2016
Prepare Feasibility Study	May 1, 2016	November 1, 2016
Prepare Project Study Report	May 1, 2016	November 1, 2016
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
Insert other planning milestones		
<b>PRELIMINARY DESIGN</b>		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
Insert other prelim design milestones		
<b>PA&amp;ED</b>		
Prepare Environmental Document Document Type:	November 1, 2016	
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		February 1, 2017
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
Insert other PAED milestones		
<b>PS&amp;E</b>		
<b>35% PS&amp;E</b>		
Preliminary Investigations	July 1, 2016	January 1, 2017
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civil Design	July 1, 2016	January 1, 2017
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		February 1, 2017
<b>65% PS&amp;E</b>		
Civil Design Plans	February 1, 2017	July 1, 2017
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		September 1, 2017
<b>95% PS&amp;E</b>		
Civil Design Plans	March 1, 2018	June 1, 2018
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	September 1, 2020	September 15, 2020
Outside Agency Review		October 1, 2020
Insert other PS&E Milestones		
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners	July 1, 2016	July 1, 2019
Appraisal	September 1, 2019	December 31, 2019
Environmental Investigation		
Closing/Acquire Property/Relocation	January 1, 2020	September 30, 2021
Physical Possession		
Remediation		
ROW Recordation	October 1, 2021	May 16, 2022
<b>Utility Relocation</b>		
Third Party Coordination		
Design Utilities		
Relocate Utilities	7	

REV 02-03-19

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows.

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Solicitation (Bid/Proposal)</b>		
Develop Solicitation Package	April 1, 2021	April 30, 2021
Solicitation Response	May 3, 2021	June 3, 2021
Evaluations		
Selection		
Board Approval Process		
Contract Award	June 15, 2021	June 15, 2021
Fully Executed Contract	August 20, 2021	August 20, 2021
<b>Excavation</b>		
Clear/Grub	August 15, 2022	September 15, 2022
Survey	August 15, 2022	August 31, 2022
Sample Borings		
Grading		
Compaction		
Drainage		
<b>Environmental</b>		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work	September 16, 2022	November 15, 2022
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>		
TMP	July 25, 2022	January 31, 2026
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
<b>Utilities</b>		
DWP		
SCE	December 15, 2022	December 31, 2025
LADOT		
<b>Materials</b>		
Long-Lead Equipment		
Staging	July 25, 2022	August 10, 2023
Material Lay Down Area		
Signage		
<b>Electrical</b>		
Power U/G Communication	November 16, 2023	December 31, 2025
A/G Testing/Acceptance		

FTIP #: LA0G997  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.42  
 Amendment No.5  
 FA# 920000000MR31242

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Landscape</b>		
Clearing	January 1, 2026	January 31, 2026
Planting		
Plant Establishment		
Irrigation		
Testing		
General Construction/close out project	February 1, 2026	March 31, 2026
<b>Change Orders</b>	February 16, 2026	March 15, 2026
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

**ATTACHMENT C-5 -Location Map(s)**



**AMENDMENT No. 4  
TO MEASURE R FUNDING AGREEMENT  
BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 4 to the Funding Agreement (this "Amendment"), is dated as of August 15, 2022, by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000M31242 dated January 16, 2015, which was amended on August 31, 2019, August 25, 2020 and August 25, 2021, (as amended, the "Existing FA"), which Existing FA provides for the Project Approval and Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction of Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane) (the "Project"); and

B. WHEREAS, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, ROW and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of FY 2014-15 and FY 2015-16 funds to June 30, 2024; and

D. WHEREAS, the Grantee and LACMTA desire to amend the Existing FA as provided herein

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2013-14 have lapsed and are no longer available. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2024. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2024.”

2. Attachment B1-3 of the Existing FA is hereby replaced by Attachment B1-4, attached.

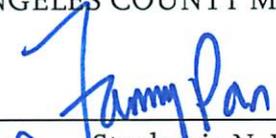
3. Attachment C-3 of the Existing FA is hereby replaced by Attachment C-4, attached.

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 2/15/2023  
for Stephanie N. Wiggins  
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By:  Date: 1/13/2023  
Deputy

GRANTEE:

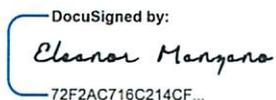
CITY OF REDONDO BEACH

By:  Date: 2/9/2023 | 4:17 PM PST  
For William C. Brand  
City Mayor  
Nils H. Nehrenheim,  
Mayor Pro Tempore

APPROVED AS TO FORM:

By:  Date: 2/9/2023 | 3:15 PM PST  
Michael W. Webb  
City Attorney

ATTEST:

By:  Date: 2/9/2023 | 5:47 PM PST  
Eleanor Manzano  
City Clerk

**ATTACHMENT B1-4 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 920000000MR31242 A-4

Project Title: Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane)

Project#: MR312.42

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Expenditures	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>								
<b>MEASURE R FUNDS:</b>								
PAED	\$20,000							\$20,000
PS&E	\$420,000							\$420,000
RW Support	\$60,000							\$60,000
Const. Support		\$25,000	\$50,000	\$60,000	\$30,000			\$165,000
RW	\$446,580	\$35,750	\$301,670	\$326,000	\$100,000	\$1,600,000		\$2,810,000
Construction			\$350,000	\$1,150,000	\$150,000	\$50,000		\$1,700,000
<b>Total MEASURE R</b>	<b>\$946,580</b>	<b>\$60,750</b>	<b>\$701,670</b>	<b>\$1,536,000</b>	<b>\$280,000</b>	<b>\$1,650,000</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>PROP C 25%</b>								
PAED								\$0
PS&E								\$0
RW Support								\$0
Const. Support								\$0
RW								\$0
Construction								\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$946,580</b>	<b>\$60,750</b>	<b>\$701,670</b>	<b>\$1,536,000</b>	<b>\$280,000</b>	<b>\$1,650,000</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT FUNDING FY22-23 and FY23-24</b>	<b>\$946,580</b>	<b>\$60,750</b>	<b>\$701,670</b>	<b>\$1,536,000</b>	<b>\$280,000</b>	<b>\$1,650,000</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUMMARY OF ALL FUNDS</b>								
PAED	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
PS&E	\$420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$420,000
RW Support	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Const. Support	\$0	\$25,000	\$50,000	\$60,000	\$30,000	\$0	\$0	\$165,000
RW	\$446,580	\$35,750	\$301,670	\$326,000	\$100,000	\$1,600,000	\$0	\$2,810,000
Construction	\$0	\$0	\$350,000	\$1,150,000	\$150,000	\$50,000	\$0	\$1,700,000
<b>TOTAL MILESTONES</b>	<b>\$946,580</b>	<b>\$60,750</b>	<b>\$701,670</b>	<b>\$1,536,000</b>	<b>\$280,000</b>	<b>\$1,650,000</b>	<b>\$0</b>	<b>\$5,175,000</b>
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<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$946,580</b>	<b>\$60,750</b>	<b>\$701,670</b>	<b>\$1,536,000</b>	<b>\$280,000</b>	<b>\$1,650,000</b>	<b>\$0</b>	<b>\$5,175,000</b>

## **ATTACHMENT C-4**

### **SCOPE OF WORK**

**PROJECT TITLE:** Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane)

**PROJECT LOCATION:**

The project is located in the County of Los Angeles, in the City of Redondo Beach.

**PROJECT LIMITS:**

The project limits are the Northwest Corner of Inglewood Ave. at Manhattan Beach Blvd., from the corner to approximately 300 feet north of the intersection.

**NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:**

The purpose of this project is to construct a southbound right turn lane on Inglewood Ave. at the intersection of Manhattan Beach Blvd. to eliminate congestion for the southbound through traffic. Inglewood Blvd. is a major travel corridor from the I-405 freeway. This project will improve the flow of traffic through this intersection.

**BUDGET:**

<b>COMPONENT</b>	<b>AMOUNT</b>
PA/ED	20,000
PS and E	420,000
R/W Support	60,000
R/W Capital	2,810,000
Construction Support	165,000
Construction Capital	<u>1,700,000</u>
Total Budget	\$5,175,000

**PROJECT BACKGROUND:**

The Inglewood Ave Corridor is one of the most highly congested arterial roads and carries approximately 57,000 vehicles daily to and from the I-405 freeway and local streets, and approximately 3,400 and 4,000 vehicles travel through this corridor during the a.m. and p.m. peak hours, respectively. In 2007, an intersection LOS analysis conducted by the Redondo Beach Circulation Element found that the intersection of Inglewood Avenue and Manhattan Beach has been operating at LOS E-AM and LOS F-PM.

## SCOPE:

Inglewood Avenue runs north-south, located at the boundary between the City of Redondo Beach and the City of Lawndale, carries heavy traffic off of the Interstate I-405. Southbound Inglewood Avenue at the intersection of Manhattan Beach Blvd currently have the following lane configuration:

- One left turn lane
- Two through lanes
- One right turn lane

Currently, the intersection running at its lowest level of service & capacity causing significant delay and back-up traffic during the peak hours. This project will study and explore all necessary improvements at the intersection in order to reduce congestion and improve the level of service. City of Redondo Beach will acquire necessary right-of-way in order to accommodate one additional right turn lane for the southbound Inglewood Avenue at the intersection of Inglewood Avenue and Manhattan Beach Blvd. This project would explore various alternatives, design and construct the most feasible one. If feasible, the southbound Inglewood will have the following final configuration:

- One left turn lane
- Three through lanes
- One right turn lane

The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology. All necessary utility relocations are to be done under this project in order to accommodate one additional southbound lane, including Metropolitan Water District's utility vents & appurtenances and Southern California Edison power poles. City of Redondo Beach will coordinate the intersection improvements with the City of Lawndale.

## DESIGN:

### I. **Preliminary Design – “Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report” as Final Work Product**

“Consultant” Staff to perform the following tasks:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Inglewood Ave.
- C. Obtain 24 hour and other necessary traffic counts to compare existing Level of Service to future with project Level of Service at the intersection.
- D. Incorporate provided layout plans to be incorporated into the final design.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.

- G. Conduct soil contamination investigations within a 500 feet radius of Inglewood Ave and Manhattan Beach Blvd. intersection.
- H. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development, build outs and preservation of existing improvements and scenic character of the area.
- I. Obtain street pavement structural sections for project area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
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- L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## II. Environmental Analysis

"Consultant" Staff to perform the following tasks as applicable to the project:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
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- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## III. Final Design – Plans, Specifications and Estimates

"Consultant" Staff to perform the following tasks:

- A. Design the ultimate build out of Inglewood Ave, and ultimate repair strategy for Inglewood Ave., based on the City reviewed "**Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report**".
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- E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 65% and 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

"Consultant" Staff to perform the following tasks:

**V.**

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**RIGHT-OF-WAY:**

**The budget includes Right-of-Way Support and Right-of-Way Capital costs.**

"Consultant" Staff to perform the following tasks:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

"Consultant" Staff to perform the following tasks

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.

- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement.

## **CONSTRUCTION**

**Lead Agency expects to provide construction oversight, procure a consultant for construction management and let a low bid contract for construction and to perform the following tasks:**

- A. Conduct a "Ground Breaking" ceremony for the project.
- B. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction.
- D. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and Lead Agency, shall be and not be limited to: Pre-Construction Meeting, progress meetings and preparation of response to RFIs.

**MILESTONES:** The implementation schedule for this project will be as follows.

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>SOLICITATION (BID/PROPOSAL)</b>		
Develop Solicitation Package	May 1, 2015	September 1, 2015
Solicitation Response	September 23, 2015	November 1, 2015
Evaluations	November 1, 2015	November 27, 2015
Selection	November 27, 2015	December 4, 2015
Board Approval	February 2, 2016	March 1, 2016
Contract Award	March 1, 2016	March 1, 2016
Fully Executed Contract	April 1, 2016	April 1, 2016
<b>PLANNING</b>		
Prepare Concept Report	May 1, 2016	November 1, 2016
Prepare Feasibility Study	May 1, 2016	November 1, 2016
Prepare Project Study Report	May 1, 2016	November 1, 2016
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
Insert other planning milestones		
<b>PRELIMINARY DESIGN</b>		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
Insert other prelim design milestones		
<b>PA&amp;ED</b>		
Prepare Environmental Document Document Type: _____	November 1, 2016	
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		February 1, 2017
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
Insert other PAED milestones		
<b>PS&amp;E</b>		
<b>35% PS&amp;E</b>		
Preliminary Investigations	July 1, 2016	January 1, 2017
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civil Design	July 1, 2016	January 1, 2017
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		February 1, 2017
<b>65% PS&amp;E</b>		
Civil Design Plans	February 1, 2017	July 1, 2017
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		September 1, 2017
<b>95% PS&amp;E</b>		
Civil Design Plans	March 1, 2018	June 1, 2018
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	September 1, 2020	September 15, 2020
Outside Agency Review		October 1, 2020
Insert other PS&E Milestones		
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners	July 1, 2016	July 1, 2019
Appraisal	September 1, 2019	December 31, 2019
Environmental Investigation		
Closing/Acquire Property/Relocation	January 1, 2020	September 30, 2021
Physical Possession		
Remediation		
ROW Recordation	October 1, 2021	May 16, 2022
<b>Utility Relocation</b>		
Third Party Coordination		
Design Utilities		
Relocate Utilities	7	

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows.

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Solicitation (Bid/Proposal)</b>		
Develop Solicitation Package	April 1, 2021	April 30, 2021
Solicitation Response	May 3, 2021	June 3, 2021
Evaluations		
Selection		
Board Approval Process		
Contract Award	June 15, 2021	June 15, 2021
Fully Executed Contract	August 20, 2021	August 20, 2021
<b>Excavation</b>		
Clear/Grub	August 15, 2022	September 15, 2022
Survey	August 15, 2022	August 31, 2022
Sample Borings		
Grading		
Compaction		
Drainage		
<b>Environmental</b>		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work	September 16, 2022	November 15, 2022
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>		
TMP	July 25, 2022	January 31, 2023
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
<b>Utilities</b>		
DWP		
SCE	December 15, 2022	December 31, 2022
LADOT		
<b>Materials</b>		
Long-Lead Equipment		
Staging	July 25, 2022	August 10, 2022
Material Lay Down Area		
Signage		
<b>Electrical</b>		
Power U/G Communication	November 16, 2022	December 31, 2022
A/G Testing/Acceptance		

FTIP #: LA0G997  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.42  
 Amendment No.4  
 FA# 920000000MR31242

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Landscape</b>		
Clearing	January 1, 2023	January 31, 2023
Planting		
Plant Establishment		
Irrigation		
Testing		
General Construction/close out project	February 1, 2023	March 31, 2023
<b>Change Orders</b>	February 16, 2023	March 15, 2023
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

**ATTACHMENT C-4 -Location Map(s)**



**AMENDMENT No. 3  
TO MEASURE R FUNDING AGREEMENT  
BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 3 to the Funding Agreement (this “Amendment”), is dated as of August 25, 2020 by and between the City of Redondo Beach (“Grantee”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”).

**RECITALS:**

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000M31242 dated January 16, 2015, which was amended on August 31, 2019 and August 25, 2020 (as amendment, the “Existing FA”), which Existing FA provides for the Project Approval and Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction of Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane) (the “Project”); and

B. WHEREAS, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, ROW and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of FY 2014-15 and FY 2015-16 funds to June 30, 2022; and

D. WHEREAS, the Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “(vii) All Funds programmed for FY 2013-14 have lapsed and are no longer available. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2022. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2022.”
2. Attachment B1-2 of the Existing FA is hereby replaced by Attachment B1-3, attached.
3. Attachment C-2 of the Existing FA is hereby replaced by Attachment C-3, attached.
4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

FTIP #: LA0G997  
Subregion ID: Interchange 405, I-110, I-105 and SR-91  
Ramp and Interchange Improvements (South Bay)

Project#: MR312.43  
Amendment No.3  
FA# 920000000MR31242

IN WITNESS WHEREOF, the parties have caused this Amendment No.3 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:   
for Stephanie N. Wiggins  
Chief Executive Officer

Date: 2/14/2022

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By:   
Deputy

Date: 12/26/2021

GRANTEE:

CITY OF REDONDO BEACH

By:   
William C. Brand  
City Mayor

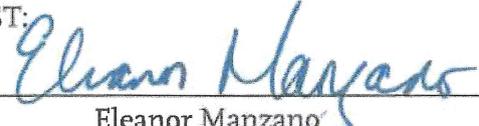
Date: 2-3-22

APPROVED AS TO FORM:

By:   
Michael W. Webb  
City Attorney

Date: 2/2/2022

ATTEST:

By:   
Eleanor Manzano  
City Clerk

Date: 2/4/2022

**ATTACHMENT B1-3 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 92000000MR31242 A-3

Project Title: Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane)

Project#: MR312.42

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Expenditures	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>								
<b>MEASURE R FUNDS:</b>								
PAED	\$20,000							\$20,000
PS&E	\$366,599	\$53,401						\$420,000
RW Support	\$37,650	\$22,350						\$60,000
Const. Support			\$50,000	\$60,000	\$55,000			\$165,000
RW	\$283,319	\$35,750	\$1,864,931	\$626,000				\$2,810,000
Construction			\$300,000	\$900,000	\$500,000			\$1,700,000
<b>Total MEASURE R</b>	<b>\$707,568</b>	<b>\$111,501</b>	<b>\$2,214,931</b>	<b>\$1,586,000</b>	<b>\$555,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>PROP C 25%</b>								
PAED								\$0
PS&E								\$0
RW Support								\$0
Const. Support								\$0
RW								\$0
Construction								\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$707,568</b>	<b>\$111,501</b>	<b>\$2,214,931</b>	<b>\$1,586,000</b>	<b>\$555,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT FUNDING FY21-22 and FY22-23</b>	<b>\$707,568</b>	<b>\$111,501</b>	<b>\$2,214,931</b>	<b>\$1,586,000</b>	<b>\$555,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUMMARY OF ALL FUNDS</b>								
PAED	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
PS&E	\$366,599	\$53,401	\$0	\$0	\$0	\$0	\$0	\$420,000
RW Support	\$37,650	\$22,350	\$0	\$0	\$0	\$0	\$0	\$60,000
Const. Support	\$0	\$0	\$50,000	\$60,000	\$55,000	\$0	\$0	\$165,000
RW	\$283,319	\$35,750	\$1,864,931	\$626,000	\$0	\$0	\$0	\$2,810,000
Construction	\$0	\$0	\$300,000	\$900,000	\$500,000	\$0	\$0	\$1,700,000
<b>TOTAL MILESTONES</b>	<b>\$707,568</b>	<b>\$111,501</b>	<b>\$2,214,931</b>	<b>\$1,586,000</b>	<b>\$555,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$707,568</b>	<b>\$111,501</b>	<b>\$2,214,931</b>	<b>\$1,586,000</b>	<b>\$555,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$707,568</b>	<b>\$111,501</b>	<b>\$2,214,931</b>	<b>\$1,586,000</b>	<b>\$555,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>

## **ATTACHMENT C-3**

### **SCOPE OF WORK**

**PROJECT TITLE:** Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane)

**PROJECT LOCATION:**

The project is located in the County of Los Angeles, in the City of Redondo Beach.

**PROJECT LIMITS:**

The project limits are the Northwest Corner of Inglewood Ave. at Manhattan Beach Blvd., from the corner to approximately 300 feet north of the intersection.

**NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:**

The purpose of this project is to construct a southbound right turn lane on Inglewood Ave. at the intersection of Manhattan Beach Blvd. to eliminate congestion for the southbound through traffic. Inglewood Blvd. is a major travel corridor from the I-405 freeway. This project will improve the flow of traffic through this intersection.

**BUDGET:**

<b>COMPONENT</b>	<b>AMOUNT</b>
PA/ED	20,000
PS and E	420,000
R/W Support	60,000
R/W Capital	2,810,000
Construction Support	165,000
Construction Capital	<u>1,700,000</u>
Total Budget	\$5,175,000

**PROJECT BACKGROUND:**

The Inglewood Ave Corridor is one of the most highly congested arterial roads and carries approximately 57,000 vehicles daily to and from the I-405 freeway and local streets, and approximately 3,400 and 4,000 vehicles travel through this corridor during the a.m. and p.m. peak hours, respectively. In 2007, an intersection LOS analysis conducted by the Redondo Beach Circulation Element found that the intersection of Inglewood Avenue and Manhattan Beach has been operating at LOS E-AM and LOS F-PM.

## SCOPE:

Inglewood Avenue runs north-south, located at the boundary between the City of Redondo Beach and the City of Lawndale, carries heavy traffic off of the Interstate I-405. Southbound Inglewood Avenue at the intersection of Manhattan Beach Blvd currently have the following lane configuration:

- One left turn lane
- Two through lanes
- One right turn lane

Currently, the intersection running at its lowest level of service & capacity causing significant delay and back-up traffic during the peak hours. This project will study and explore all necessary improvements at the intersection in order to reduce congestion and improve the level of service. City of Redondo Beach will acquire necessary right-of-way in order to accommodate one additional right turn lane for the southbound Inglewood Avenue at the intersection of Inglewood Avenue and Manhattan Beach Blvd. This project would explore various alternatives, design and construct the most feasible one. If feasible, the southbound Inglewood will have the following final configuration:

- One left turn lane
- Three through lanes
- One right turn lane

The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology. All necessary utility relocations are to be done under this project in order to accommodate one additional southbound lane, including Metropolitan Water District's utility vents & appurtenances and Southern California Edison power poles. City of Redondo Beach will coordinate the intersection improvements with the City of Lawndale.

## DESIGN:

### I. **Preliminary Design – “Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report” as Final Work Product**

“Consultant” Staff to perform the following tasks:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Inglewood Ave.
- C. Obtain 24 hour and other necessary traffic counts to compare existing Level of Service to future with project Level of Service at the intersection.
- D. Incorporate provided layout plans to be incorporated into the final design.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.

- G. Conduct soil contamination investigations within a 500 foot radius of Inglewood Ave and Manhattan Beach Blvd. intersection.
- H. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development, build outs and preservation of existing improvements and scenic character of the area.
- I. Obtain street pavement structural sections for project area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for the Inglewood Ave. at Manhattan Beach Blvd. Southbound Right Turn Lane Improvements. As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## II. Environmental Analysis

"Consultant" Staff to perform the following tasks as applicable to the project:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## III. Final Design – Plans, Specifications and Estimates

"Consultant" Staff to perform the following tasks:

- A. Design the ultimate build out of Inglewood Ave, and ultimate repair strategy for Inglewood Ave., based on the City reviewed "**Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report**".
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Bikeway/Signage/Signal Plans, and Street Lighting/Electrical.
- C. Submittal of plan set shall be delivered at 35%, 65%, 90%, 95% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide signed and stamped CAD files for all plan sheets.

- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners along Inglewood Ave, particularly with issues of right-of-way acquisition.
- E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 65% and 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

"Consultant" Staff to perform the following tasks:

**V.**

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- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**RIGHT-OF-WAY:**

**The budget includes Right-of-Way Support and Right-of-Way Capital costs.**

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- A. Order title reports/litigation guarantees.
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- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
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Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
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<b>PS&amp;E</b>		
<b>35% PS&amp;E</b>		
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Software Specifications		
Project Review & Comments		February 1, 2017
<b>65% PS&amp;E</b>		
Civil Design Plans	February 1, 2017	July 1, 2017
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		September 1, 2017
<b>95% PS&amp;E</b>		
Civil Design Plans	March 1, 2018	June 1, 2018
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	September 1, 2020	September 15, 2020
Outside Agency Review		October 1, 2020
Insert other PS&E Milestones		
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners	July 1, 2016	July 1, 2019
Appraisal	September 1, 2019	December 31, 2019
Environmental Investigation		
Closing/Acquire Property/Relocation	January 1, 2020	September 30, 2021
Physical Possession		
Remediation		
Insert other ROW milestones		
<b>Utility Relocation</b>		
Third Party Coordination		
Design Utilities		
Relocate Utilities	7	

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows.

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Solicitation (Bid/Proposal)</b>		
Develop Solicitation Package	April 1, 2021	April 30, 2021
Solicitation Response	May 3, 2021	June 3, 2021
Evaluations		
Selection		
Board Approval Process		
Contract Award	June 15, 2021	June 15, 2021
Fully Executed Contract	August 20, 2021	August 20, 2021
<b>Excavation</b>		
Clear/Grub	September 7, 2021	September 15, 2021
Survey	September 11, 2021	September 20, 2021
Sample Borings		
Grading		
Compaction		
Drainage		
<b>Environmental</b>		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work	November 10, 2021	February 20, 2022
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>		
TMP	September 7, 2021	April 7, 2022
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
<b>Utilities</b>		
DWP		
SCE	March 15, 2021	October 15, 2021
LADOT		
<b>Materials</b>		
Long-Lead Equipment	February 1, 2022	February 15, 2022
Staging		
Material Lay Down Area		
Signage		
<b>Electrical</b>		
Power U/G Communication	February 16, 2022	March 15, 2022
A/G Testing/Acceptance		

FTIP #: LA0G997  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.42  
 Amendment No.3  
 FA# 920000000MR31242

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Landscape</b>		
Clearing	March 31, 2022	April 7, 2022
Planting		
Plant Establishment		
Irrigation		
Testing		
General Construction/close out project	April 15, 2022	May 31, 2022
<b>Change Orders</b>	April 15, 2022	May 15, 2022
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

**ATTACHMENT C-3 -Location Map(s)**



**AMENDMENT No. 2  
TO MEASURE R FUNDING AGREEMENT BETWEEN  
CITY OF REDONDO BEACH  
AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No.2 to the Funding Agreement (this “Amendment”), is dated as of August 25, 2020 by and between the City of Redondo Beach (“Grantee”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”).

**RECITALS:**

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000M31242, dated January 16, 2015, which was amended on August 31, 2019, (as amended, the “Existing FA”), which Existing FA provides for the Project Approval and Environmental Document (PA&ED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction of Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane) (the “Project”); and

B. WHEREAS, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, ROW and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of FY2014-15 and FY2015-16 funds to June 30, 2021; and

D. WHEREAS, the Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: All Funds programmed for FY 2013-14 have lapsed and are no longer available. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2021. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2021.”
2. Attachment B1- 1 of the Existing FA is hereby replaced by Attachment B1-2 attached.
3. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.
4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: for Phillip A. Washington  
Chief Executive Officer

Date: 4/5/2021

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA  
Acting County Counsel

By: Rodrigo Castro-Silva  
Deputy

Date: 12/3/2020

GRANTEE:

CITY OF REDONDO BEACH

DocuSigned by:  
William C. Brand  
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2/22/2021 | 11:50 AM PST

By: William C. Brand  
City Mayor

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

APPROVED AS TO FORM:

DocuSigned by:  
Michael W. Webb  
669049E03D402...

2/22/2021 | 10:54 AM PST

By: Michael W. Webb  
City Attorney

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

APPROVED AS TO FORM:

DocuSigned by:  
Eleanor Manzano  
72F2AC716C214CF...

2/22/2021 | 11:53 AM PST

By: Eleanor Manzano  
City Clerk

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

**ATTACHMENT B1-2 EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31242

Project Title: Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane) Pr

**PROGRAMMED SOURCES OF FUNDS**

<b>SOURCES OF FUNDS</b>	<b>Prior Expenditures</b>	<b>FY 2020-21 Qtr 1</b>	<b>FY 2020-21 Qtr 2</b>	<b>FY 2020-21 Qtr 3</b>	<b>FY 2020-21 Qtr 4</b>	<b>TOTAL BUDGET</b>
<b>LACMTA PROGRAMMED FUNDS:</b>						
<b>MEASURE R FUNDS:</b>						
PAED	\$20,000					\$20,000
PS&E	\$270,070	\$100,930	\$49,000			\$420,000
RW Support	\$12,333	\$25,000	\$22,667			\$60,000
Const. Support			\$50,000	\$60,000	\$55,000	\$165,000
RW		\$800,000	\$1,405,000	\$605,000		\$2,810,000
Construction			\$300,000	\$900,000	\$500,000	\$1,700,000
<b>Total MEASURE R</b>	<b>\$302,403</b>	<b>\$925,930</b>	<b>\$1,826,667</b>	<b>\$1,565,000</b>	<b>\$555,000</b>	<b>\$5,175,000</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$302,403</b>	<b>\$925,930</b>	<b>\$1,826,667</b>	<b>\$1,565,000</b>	<b>\$555,000</b>	<b>\$5,175,000</b>
<b>PROJECT FUNDING FY20-21</b>	<b>\$302,403</b>	<b>\$925,930</b>	<b>\$1,826,667</b>	<b>\$1,565,000</b>	<b>\$555,000</b>	<b>\$5,175,000</b>
<b>SUMMARY OF ALL FUNDS</b>						
PAED	\$20,000	\$0	\$0	\$0	\$0	\$20,000
PS&E	\$270,070	\$100,930	\$49,000	\$0	\$0	\$420,000
RW Support	\$12,333	\$25,000	\$22,667	\$0	\$0	\$60,000
Const. Support	\$0	\$0	\$50,000	\$60,000	\$55,000	\$165,000
RW	\$0	\$800,000	\$1,405,000	\$605,000	\$0	\$2,810,000
Construction	\$0	\$0	\$300,000	\$900,000	\$500,000	\$1,700,000
<b>TOTAL MILESTONES</b>	<b>\$302,403</b>	<b>\$925,930</b>	<b>\$1,826,667</b>	<b>\$1,565,000</b>	<b>\$555,000</b>	<b>\$5,175,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$302,403</b>	<b>\$925,930</b>	<b>\$1,826,667</b>	<b>\$1,565,000</b>	<b>\$555,000</b>	<b>\$5,175,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$302,403</b>	<b>\$925,930</b>	<b>\$1,826,667</b>	<b>\$1,565,000</b>	<b>\$555,000</b>	<b>\$5,175,000</b>

## **ATTACHMENT C-2**

### **SCOPE OF WORK**

**PROJECT TITLE:** Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane)

**PROJECT LOCATION:**

The project is located in the County of Los Angeles, in the City of Redondo Beach.

**PROJECT LIMITS:**

The project limits are the Northwest Corner of Inglewood Ave. at Manhattan Beach Blvd., from the corner to approximately 300 feet north of the intersection.

**NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:**

The purpose of this project is to construct a southbound right turn lane on Inglewood Ave. at the intersection of Manhattan Beach Blvd. to eliminate congestion for the southbound through traffic. Inglewood Blvd. is a major travel corridor from the I-405 freeway. This project will improve the flow of traffic through this intersection.

**BUDGET:**

<b>COMPONENT</b>	<b>AMOUNT</b>
PA/ED	20,000
PS and E	420,000
R/W Support	60,000
R/W Capital	2,810,000
Construction Support	165,000
Construction Capital	<u>1,700,000</u>
Total Budget	\$5,175,000

**PROJECT BACKGROUND:**

The Inglewood Ave Corridor is one of the most highly congested arterial roads and carries approximately 57,000 vehicles daily to and from the I-405 freeway and local streets, and approximately 3,400 and 4,000 vehicles travel through this corridor during the a.m. and p.m. peak hours, respectively. In 2007, an intersection LOS analysis conducted by the Redondo Beach Circulation Element found that the intersection of Inglewood Avenue and Manhattan Beach has been operating at LOS E-AM and LOS F-PM.

## SCOPE:

Inglewood Avenue runs north-south, located at the boundary between the City of Redondo Beach and the City of Lawndale, carries heavy traffic off of the Interstate I-405. Southbound Inglewood Avenue at the intersection of Manhattan Beach Blvd currently have the following lane configuration:

- One left turn lane
- Two through lanes
- One right turn lane

Currently, the intersection running at its lowest level of service & capacity causing significant delay and back-up traffic during the peak hours. This project will study and explore all necessary improvements at the intersection in order to reduce congestion and improve the level of service. City of Redondo Beach will acquire necessary right-of-way in order to accommodate one additional right turn lane for the southbound Inglewood Avenue at the intersection of Inglewood Avenue and Manhattan Beach Blvd. This project would explore various alternatives, design and construct the most feasible one. If feasible, the southbound Inglewood will have the following final configuration:

- One left turn lane
- Three through lanes
- One right turn lane

The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology. All necessary utility relocations are to be done under this project in order to accommodate one additional southbound lane, including Metropolitan Water District's utility vents & appurtenances and Southern California Edison power poles. City of Redondo Beach will coordinate the intersection improvements with the City of Lawndale.

## DESIGN:

### I. **Preliminary Design – “Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report” as Final Work Product**

“Consultant” Staff to perform the following tasks:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Inglewood Ave.
- C. Obtain 24 hour and other necessary traffic counts to compare existing Level of Service to future with project Level of Service at the intersection.
- D. Incorporate provided layout plans to be incorporated into the final design.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.

- G. Conduct soil contamination investigations within a 500 foot radius of Inglewood Ave and Manhattan Beach Blvd. intersection.
- H. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development, build outs and preservation of existing improvements and scenic character of the area.
- I. Obtain street pavement structural sections for project area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for the Inglewood Ave. at Manhattan Beach Blvd. Southbound Right Turn Lane Improvements. As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## II. Environmental Analysis

"Consultant" Staff to perform the following tasks as applicable to the project:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## III. Final Design – Plans, Specifications and Estimates

"Consultant" Staff to perform the following tasks:

- A. Design the ultimate build out of Inglewood Ave, and ultimate repair strategy for Inglewood Ave., based on the City reviewed "**Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report**".
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Bikeway/Signage/Signal Plans, and Street Lighting/Electrical.
- C. Submittal of plan set shall be delivered at 35%, 65%, 90%, 95% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide signed and stamped CAD files for all plan sheets.

- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners along Inglewood Ave, particularly with issues of right-of-way acquisition.
- E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 65% and 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

"Consultant" Staff to perform the following tasks:

**V.**

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**RIGHT-OF-WAY:**

**The budget includes Right-of-Way Support and Right-of-Way Capital costs.**

"Consultant" Staff to perform the following tasks:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

"Consultant" Staff to perform the following tasks

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.

- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement.

## **CONSTRUCTION**

**Lead Agency expects to provide construction oversight, procure a consultant for construction management and let a low bid contract for construction and to perform the following tasks:**

- A. Conduct a "Ground Breaking" ceremony for the project.
- B. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction.
- D. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and Lead Agency, shall be and not be limited to: Pre-Construction Meeting, progress meetings and preparation of response to RFIs.

**MILESTONES:** The implementation schedule for this project will be as follows.

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>SOLICITATION (BID/PROPOSAL)</b>		
Develop Solicitation Package	May 1, 2015	September 1, 2015
Solicitation Response	September 23, 2015	November 1, 2015
Evaluations	November 1, 2015	November 27, 2015
Selection	November 27, 2015	December 4, 2015
Board Approval	February 2, 2016	March 1, 2016
Contract Award	March 1, 2016	March 1, 2016
Fully Executed Contract	April 1, 2016	April 1, 2016
<b>PLANNING</b>		
Prepare Concept Report	May 1, 2016	November 1, 2016
Prepare Feasibility Study	May 1, 2016	November 1, 2016
Prepare Project Study Report	May 1, 2016	November 1, 2016
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
Insert other planning milestones		
<b>PRELIMINARY DESIGN</b>		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
Insert other prelim design milestones		
<b>PA&amp;ED</b>		
Prepare Environmental Document Document Type: _____	November 1, 2016	
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		February 1, 2017
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
Insert other PAED milestones		
<b>PS&amp;E</b>		
<b>35% PS&amp;E</b>		
Preliminary Investigations	July 1, 2016	January 1, 2017
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civil Design	July 1, 2016	January 1, 2017
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		February 1, 2017
<b>65% PS&amp;E</b>		
Civil Design Plans	February 1, 2017	July 1, 2017
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		September 1, 2017
<b>95% PS&amp;E</b>		
Civil Design Plans	March 1, 2018	June 1, 2018
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	September 1, 2020	September 15, 2020
Outside Agency Review		October 1, 2020
Insert other PS&E Milestones		
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners	July 1, 2016	July 1, 2019
Appraisal	September 1, 2019	December 31, 2019
Environmental Investigation		
Closing/Acquire Property/Relocation	January 1, 2020	September 30, 2020
Physical Possession		
Remediation		
Insert other ROW milestones		
<b>Utility Relocation</b>		
Third Party Coordination		
Design Utilities		
Relocate Utilities	7	

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows.

<b>Solicitation (Bid/Proposal)</b>	<b>START DATE</b>	<b>COMPLETION DATE</b>
Develop Solicitation Package	September 1, 2020	September 15, 2020
Solicitation Response	September 16, 2020	October 15, 2020
Evaluations		
Selection		
Board Approval Process		
Contract Award	December 1, 2020	December 1, 2020
Fully Executed Contract	December 31, 2020	December 31, 2020
<b>Excavation</b>		
Clear/Grub	January 8, 2021	January 31, 2021
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
<b>Environmental</b>		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work		
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>		
TMP		
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
<b>Utilities</b>		
DWP		
SCE		
LADOT		
<b>Materials</b>		
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
<b>Electrical</b>		
Power U/G Communication		
A/G Testing/Acceptance		

FTIP #: LA0G997  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.42  
 Amendment No.2  
 FA# 920000000MR31242

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Landscape</b>		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
General Construction/close out project	May 15, 2021	June 20, 2021
<b>Change Orders</b>		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

**ATTACHMENT C-2 -Location Map(s)**



**AMENDMENT No. 1  
TO MEASURE R FUNDING AGREEMENT BETWEEN  
CITY OF REDONDO BEACH  
AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of August 31, 2019 by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

**RECITALS:**

A. WHEREAS, the Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR31242 dated January 16, 2015, (the "Existing FA"), which Existing FA provides for Project Approval and Environmental Document (PA&ED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction of Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane), (the "Project"); and

B. WHEREAS, the LACMTA Board on October 25, 2018, desires to extend the lapsing date of the Project funds to June 30, 2020; and

C. WHEREAS, the Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

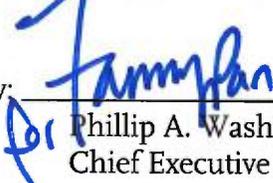
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (iv) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "All Funds programmed for FY 2013-14 have lapsed and are no longer available. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2020. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2020."
2. Attachment B1 of the Existing FA is hereby replaced by Attachment B1-1, attached.
3. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.
4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

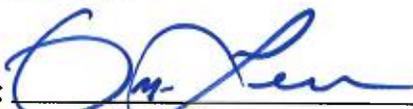
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 2/4/2020  
Phillip A. Washington  
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By:  Date: 10/11/19  
Deputy

GRANTEE:

CITY OF REDONDO BEACH

By:  Date: 1/15/20  
William C. Brand  
City Mayor

APPROVED AS TO FORM:

By:  Date: 4/14/20  
Michael W. Webb  
City Attorney

ATTEST:

By:  Date: 1/15/20  
Eleanor Manzano  
City Clerk



**ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 92000000MR31242  
 Project Title: Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane) Project#: MR312.42

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Expenditures	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED	\$20,000								\$20,000
PS&E	\$194,216	\$125,784	\$100,000						\$420,000
RW Support	\$12,333	\$25,111	\$22,556						\$60,000
Const. Support		\$702,500	\$55,000	\$55,000	\$55,000				\$165,000
RW		\$702,500	\$702,500	\$702,500	\$702,500				\$2,810,000
Construction		\$566,666	\$566,666	\$566,666	\$566,668				\$1,700,000
<b>Total MEASURE R</b>	<b>\$226,549</b>	<b>\$853,395</b>	<b>\$1,446,722</b>	<b>\$1,324,166</b>	<b>\$1,324,168</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>PROP C 25%</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$226,549</b>	<b>\$853,395</b>	<b>\$1,446,722</b>	<b>\$1,324,166</b>	<b>\$1,324,168</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>PROJECT FUNDING FY19-20 and FY20-21</b>	<b>\$226,549</b>	<b>\$853,395</b>	<b>\$1,446,722</b>	<b>\$1,324,166</b>	<b>\$1,324,168</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUMMARY OF ALL FUNDS</b>									
PAED	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
PS&E	\$194,216	\$125,784	\$100,000	\$0	\$0	\$0	\$0	\$0	\$420,000
RW Support	\$12,333	\$25,111	\$22,556	\$0	\$0	\$0	\$0	\$0	\$60,000
Const. Support	\$0	\$0	\$55,000	\$55,000	\$55,000	\$0	\$0	\$0	\$165,000
RW	\$0	\$702,500	\$702,500	\$702,500	\$702,500	\$0	\$0	\$0	\$2,810,000
Construction	\$0	\$0	\$566,666	\$566,666	\$566,668	\$0	\$0	\$0	\$1,700,000
<b>TOTAL MILESTONES</b>	<b>\$226,549</b>	<b>\$853,395</b>	<b>\$1,446,722</b>	<b>\$1,324,166</b>	<b>\$1,324,168</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$226,549</b>	<b>\$853,395</b>	<b>\$1,446,722</b>	<b>\$1,324,166</b>	<b>\$1,324,168</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$226,549</b>	<b>\$853,395</b>	<b>\$1,446,722</b>	<b>\$1,324,166</b>	<b>\$1,324,168</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,175,000</b>

## ATTACHMENT C-1 SCOPE OF WORK

**PROJECT TITLE:** Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane)

**PROJECT LOCATION:**

The project is located in the County of Los Angeles, in the City of Redondo Beach.

**PROJECT LIMITS:**

The project limits are the Northwest Corner of Inglewood Ave. at Manhattan Beach Blvd., from the corner to approximately 300 feet north of the intersection.

**NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:**

The purpose of this project is to construct a southbound right turn lane on Inglewood Ave. at the intersection of Manhattan Beach Blvd. to eliminate congestion for the southbound through traffic. Inglewood Blvd. is a major travel corridor from the I-405 freeway. This project will improve the flow of traffic through this intersection.

**BUDGET:**

COMPONENT	AMOUNT
PA/ED	20,000
PS and E	420,000
R/W Support	60,000
R/W Capital	2,810,000
Construction Support	165,000
Construction Capital	<u>1,700,000</u>
Total Budget	\$5,175,000

**PROJECT BACKGROUND:**

The Inglewood Ave Corridor is one of the most highly congested arterial roads and carries approximately 57,000 vehicles daily to and from the I-405 freeway and local streets, and approximately 3,400 and 4,000 vehicles travel through this corridor during the a.m. and p.m. peak hours, respectively. In 2007, an intersection LOS analysis conducted by the Redondo Beach Circulation Element found that the intersection of Inglewood Avenue and Manhattan Beach has been operating at LOS E-AM and LOS F-PM.

## SCOPE:

Southbound Inglewood Ave at Manhattan Beach Blvd current design:

- one left turn lane
- two through lanes
- one right turn lane

Southbound Inglewood Ave at Manhattan Beach Blvd Improvements:

- one left turn lane
- three through lanes
- one right turn lane

The addition of one more through lane southbound on Inglewood at Manhattan Beach Blvd will allow for better flow through the intersection, improved level of service and better access to westbound Manhattan Beach Blvd.

## DESIGN:

### I. Preliminary Design – “Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report” as Final Work Product

“Consultant” Staff to perform the following tasks:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency’s General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Inglewood Ave.
- C. Obtain 24 hour and other necessary traffic counts to compare existing Level of Service to future with project Level of Service at the intersection.
- D. Incorporate provided layout plans to be incorporated into the final design.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- G. Conduct soil contamination investigations within a 500 foot radius of Inglewood Ave and Manhattan Beach Blvd. intersection.
- H. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development, build outs and preservation of existing improvements and scenic character of the area.
- I. Obtain street pavement structural sections for project area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for the Inglewood Ave. at Manhattan Beach Blvd. Southbound Right Turn Lane

Improvements. As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.

- L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## II. Environmental Analysis

"Consultant" Staff to perform the following tasks:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## III. Final Design – Plans, Specifications and Estimates

"Consultant" Staff to perform the following tasks:

- A. Design the ultimate build out of Inglewood Ave, and ultimate repair strategy for Inglewood Ave., based on the City reviewed "**Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report**".
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Bikeway/Signage/Signal Plans, and Street Lighting/Electrical.
- C. Submittal of plan set shall be delivered at 35%, 65%, 90%, 95% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide signed and stamped CAD files for all plan sheets.
- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners along Inglewood Ave, particularly with issues of right-of-way acquisition.
- E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates).
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 65% and 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

"Consultant" Staff to perform the following tasks:

V.

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**RIGHT-OF-WAY:**

**The budget includes Right-of-Way Support and Right-of-Way Capital costs.**

"Consultant" Staff to perform the following tasks:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

"Consultant" Staff to perform the following tasks

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement.

**CONSTRUCTION**

**Lead Agency expects to provide construction oversight, procure a consultant for construction management and let a low bid contract for construction and to perform the following tasks:**

- A. Conduct a "Ground Breaking" ceremony for the project.
- B. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction.
- D. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

FTIP #: LA0G997  
Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
Ramp and Interchange Improvements (South Bay)

Project#: MR312.42  
Amendment No.1  
FA# 920000000MR31242

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and Lead Agency, shall be and not be limited to: Pre-Construction Meeting, progress meetings and preparation of response to RFIs.

**MILESTONES:** The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
<b>SOLICITATION (BID/PROPOSAL)</b>		
Develop Solicitation Package	May 1, 2015	September 1, 2015
Solicitation Response	September 23, 2015	November 1, 2015
Evaluations	November 1, 2015	November 27, 2015
Selection	November 27, 2015	December 4, 2015
Board Approval	February 2, 2016	March 1, 2016
Contract Award	March 1, 2016	March 1, 2016
Fully Executed Contract	April 1, 2016	April 1, 2016
<b>PLANNING</b>		
Prepare Concept Report	May 1, 2016	November 1, 2016
Prepare Feasibility Study	May 1, 2016	November 1, 2016
Prepare Project Study Report	May 1, 2016	November 1, 2016
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
Insert other planning milestones		
<b>PRELIMINARY DESIGN</b>		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
Insert other prelim design milestones		
<b>PA&amp;ED</b>		
Prepare Environmental Document	November 1, 2016	
Document Type:		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		February 1, 2017
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
Insert other PAED milestones		
<b>PS&amp;E</b>		
<b>35% PS&amp;E</b>		
Preliminary Investigations	July 1, 2016	January 1, 2017
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civil Design	July 1, 2016	January 1, 2017
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		February 1, 2017
<b>65% PS&amp;E</b>		
Civil Design Plans	February 1, 2017	July 1, 2017
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		September 1, 2017
<b>95% PS&amp;E</b>		
Civil Design Plans	March 1, 2018	June 1, 2018
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	June 1, 2018	August 1, 2018
Outside Agency Review		December 1, 2018
Insert other PS&E Milestones		
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners	July 1, 2016	February 1, 2019
Appraisal	September 1, 2016	March 1, 2017
Environmental Investigation		
Closing/Acquire Property/Relocation	August 1, 2017	February 1, 2019
Physical Possession		
Remediation		
Insert other ROW milestones		
<b>Utility Relocation</b>		
Third Party Coordination		
Design Utilities		
Relocate Utilities		

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows.

<b>Solicitation (Bid/Proposal)</b>	<b>START DATE</b>	<b>COMPLETION DATE</b>
Develop Solicitation Package	August 1, 2018	November 1, 2018
Solicitation Response	December 1, 2018	January 1, 2019
Evaluations		
Selection		
Board Approval Process		
Contract Award	July 1, 2019	July 1, 2019
Fully Executed Contract	August 1, 2019	August 1, 2019
<b>Excavation</b>		
Clear/Grub	October 1, 2019	April 1, 2020
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
<b>Environmental</b>		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work		
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>		
TMP		
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
<b>Utilities</b>		
DWP		
SCE		
LADOT		
<b>Materials</b>		
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
<b>Electrical</b>		
Power U/G Communication		
A/G Testing/Acceptance		

FTIP #: LA0G997  
 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  
 Ramp and Interchange Improvements (South Bay)

Project#: MR312.42  
 Amendment No.1  
 FA# 920000000MR31242

	START DATE	COMPLETION DATE
<b>Landscape</b>		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
General Construction/close out project	October 1, 2019	June 1, 2020
<b>Change Orders</b>		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

ATTACHMENT C-1 -Location Map(s)



**MEASURE R FUNDING AGREEMENT  
HIGHWAY PROGRAM (Subregion)**

This Funding Agreement ("FA") is made and entered into effective as of January 16, 2015 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Redondo Beach ("GRANTEE") for Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane), LACMTA Project ID# MR312.42 and FTIP# LA0G997, (the "Project"). This Project is eligible for funding under Line 33, I-405, I-110, I-105, and SR-91 Ramp and Interchange Improvements (South Bay), of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund **DESIGN, PROJECT DEVELOPMENT, RIGHT-OF-WAY, and CONSTRUCTION** of the project.

WHEREAS, the LACMTA Board, at its October 23, 2014 meeting, programmed \$5,175,000, in Measure R Funds to GRANTEE for **DESIGN, PROJECT DEVELOPMENT, RIGHT-OF-WAY, and CONSTRUCTION** of the project, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$125,000 in Measure R Funds in Fiscal Years (FY) FY 2013-14; \$185,000 in FY 2014-15; and \$4,865,000 in FY 2015-16 . The total designated for **DESIGN, PROJECT DEVELOPMENT, RIGHT-OF-WAY, and CONSTRUCTION** of the Project is \$5,175,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Special Grant Conditions
12. Attachment G – Bond Requirements
13. Any other attachments or documents referenced in the above documents

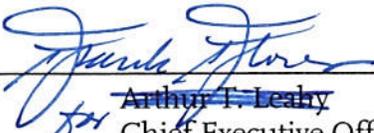


In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 05/28/15  
~~Arthur F. Leaky~~  
Chief Executive Officer

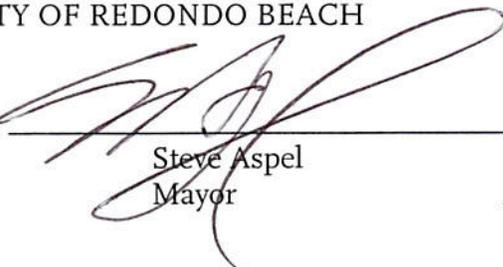
APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

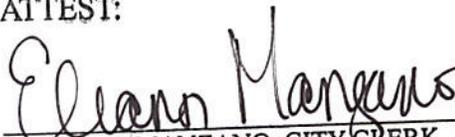
By:  Date: 3/3/15  
Deputy

GRANTEE:

CITY OF REDONDO BEACH

By:  Date: 5/5/15  
Steve Aspel  
Mayor

ATTEST:

  
ELEANOR MANZANO, CITY CLERK

APPROVED AS TO FORM:

By:  FOR Date: 5/5/15  
Michael W. Webb  
City Attorney

PART I  
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane) – Design, Project Development, Right-of-Way, and Construction of the Project. LACMTA Project ID# MR312.42, FTIP# LA0G997.
2. Grant Funds:
  - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
  - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$5,175,000 (the "Funds") for the Project. LACMTA Board of Directors' action of October 23, 2014 granted the Measure R Funds for the Project. The Funds are programmed over 3 years for Fiscal Years FY 2013-14, FY 2014-15, and FY 2015-16.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly 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 and is attached as Attachment A. 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-1** 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 Managing Executive Officer of Construction & Engineering in writing. If the LACMTA's Managing Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. 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 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. 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 this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering 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 it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress 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 Reporting & Expenditure Guidelines. GRANTEE shall complete the “Monthly Progress Report” and/or the “Quarterly Expenditure Report”. The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.
9. **Attachment E**, the “FTIP PROJECT SHEET (PDF)”, is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.
10. GRANTEE shall comply with the “SPECIAL GRANT CONDITIONS” attached as **Attachment F**.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Isidro Panuco, MS 99-22-3  
LACMTA PROJECT MANAGER and MAILSTOP  
PHONE (213) 922-7984  
Isidro Panuco (PanucoI@metro.net)

13. GRANTEE's Address:

City of Redondo Beach,  
415 Diamond Street  
Redondo Beach, CA 90277  
Wisam "Sam" Altowaiji,  
Wisam.altowaiji@redondo.org  
(310) 318-0662

14. 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 and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (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, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G 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.

**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 Project 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 R 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 (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to 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 Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

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# MR312.42 and FA# FA920000000MR31242  
Project Manager Isidro Panuco, Mail Stop 99-22-3

#### 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 and the specifications for use for the transportation purposes described in the Ordinance.

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/her 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. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. 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 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.

#### 5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly 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 complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [www.metro.net/projects\\_studies/call\\_projects/ref\\_docs.htm](http://www.metro.net/projects_studies/call_projects/ref_docs.htm). GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly 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 Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month and submit the Quarterly 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. Should GRANTEE fail to submit such reports within 10 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 Monthly Progress and the Quarterly 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 Monthly Progress and Quarterly 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.

6.2 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 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 Monthly Progress Reports and Quarterly 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.

6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related

to the Project (all collectively referred to as “records”). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA’s final audit is completed.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 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.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE 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.

6.6 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.

6.7 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, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 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.

6.10 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.

6.11 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 R 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 R 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 may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board, the South Bay Cities Council of Governments (SBCCOG). A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still 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.

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. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

## 9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

### 9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2<sup>nd</sup>) fiscal year** following the year the Funds were first programmed; and
- (iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (v) 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 (Scope of Work) of this FA; and
- (vi) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vii) Expending the Funds granted under this FA for allowable costs within **five years or 60 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 2013-14 are subject to lapse by June 30, 2018. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2019. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2020.

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 Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. 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; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, 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 Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials 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 Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

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 compliance with the terms and conditions of this Section. GRANTEE’s failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

### 13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney’s fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to

be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and insure 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/her designee, and any assignment without said consent 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 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment F-1. For the ITS policy and form, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see [www.metro.net](http://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 [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.14 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.15 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.

SOURCES OF FUNDS	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS				\$125,000	\$185,000	\$4,865,000			\$5,175,000	100%
SUBTOTAL				\$125,000	\$185,000	\$4,865,000			\$5,175,000	100%
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL				\$125,000	\$185,000	\$4,865,000			\$5,175,000	100%
<b>OTHER SOURCES OF FUNDING:</b>										
LOCAL:									\$0	0%
STATE:									\$0	0%
FEDERAL:									\$0	0%
PRIVATE OR OTHER:									\$0	0%
OTHER FUNDING SUBTOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
<b>TOTAL PROJECT FUNDS</b>		\$0	\$0	\$125,000	\$185,000	\$4,865,000	\$0	\$0	\$5,175,000	100%

## ATTACHMENT B EXPENDITURE PLAN GUIDELINES

### State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- o The estimated total cost for each project and program and/or each project or program activity;
- o Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- o The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- o The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- o Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- o A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- o Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- o A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;
- o An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- o The expected completion by month and year of project or program completion.

## ATTACHMENT B EXPENDITURE PLAN GUIDELINES

### State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

#### What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

##### *Section b (3) B*

*(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.*

*(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:*

*(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:*

*(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.*

*(2) The reason for the proposed amendment.*

*(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.*

**ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA # 92000000MR31242

Project Title: Inglewood Ave. at Manhattan Beach Blvd. Intersection Improvements (Southbound Right Turn Lane) Project#:MR312.42

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2014-15 Qtr 1	FY 2014-15 Qtr 2	FY 2014-15 Qtr 3	FY 2014-15 Qtr 4	FY 2015-16 Qtr 1	FY 2015-16 Qtr 2	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED			\$20,000						\$20,000
PS&E			\$30,000		\$150,000				\$180,000
RW Support			\$75,000		\$35,000				\$110,000
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total MEASURE R</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>	<b>\$0</b>	<b>\$185,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$310,000</b>
<b>PROP C 25%</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>							
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>	<b>\$0</b>	<b>\$185,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$310,000</b>
SOURCES OF FUNDS	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$30,000
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$85,000	\$165,000
RW	\$0	\$0	\$1,485,000	\$1,485,000	\$0	\$0	\$0	\$0	\$2,970,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$850,000	\$850,000	\$1,700,000
<b>Total MEASURE R</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,515,000</b>	<b>\$1,485,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$930,000</b>	<b>\$935,000</b>	<b>\$4,865,000</b>
<b>PROP C 25%</b>									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>							
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,515,000</b>	<b>\$1,485,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$930,000</b>	<b>\$935,000</b>	<b>\$4,865,000</b>
<b>PROJECT FUNDING FY17-18</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,515,000</b>	<b>\$1,485,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$930,000</b>	<b>\$935,000</b>	<b>\$4,865,000</b>
<b>SUMMARY OF ALL FUNDS</b>									
PAED	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
PS&E	\$0	\$0	\$30,000	\$0	\$150,000	\$0	\$0	\$0	\$180,000
RW Support	\$0	\$0	\$105,000	\$0	\$35,000	\$0	\$0	\$0	\$140,000
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$85,000	\$165,000
RW	\$0	\$0	\$1,485,000	\$1,485,000	\$0	\$0	\$0	\$0	\$2,970,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$850,000	\$850,000	\$1,700,000
<b>TOTAL MILESTONES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,640,000</b>	<b>\$1,485,000</b>	<b>\$185,000</b>	<b>\$0</b>	<b>\$930,000</b>	<b>\$935,000</b>	<b>\$5,175,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,640,000</b>	<b>\$1,485,000</b>	<b>\$185,000</b>	<b>\$0</b>	<b>\$930,000</b>	<b>\$935,000</b>	<b>\$5,175,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>							
<b>TOTAL PROJECT FUNDING</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,640,000</b>	<b>\$1,485,000</b>	<b>\$185,000</b>	<b>\$0</b>	<b>\$930,000</b>	<b>\$935,000</b>	<b>\$5,175,000</b>

## ATTACHMENT C SCOPE OF WORK

**PROJECT TITLE:** Inglewood Ave. at Manhattan Beach Blvd. Intersection  
Improvements (Southbound Right Turn Lane)

**PROJECT LOCATION:**

The project is located in the County of Los Angeles, in the City of Redondo Beach.

**PROJECT LIMITS:**

The project limits are the Northwest Corner of Inglewood Ave. at Manhattan Beach Blvd., from the corner to approximately 300 feet north of the intersection.

**NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:**

The purpose of this project is to construct a southbound right turn lane on Inglewood Ave. at the intersection of Manhattan Beach Blvd. to eliminate congestion for the southbound through traffic. Inglewood Blvd. is a major travel corridor from the I-405 freeway. This project will improve the flow of traffic through this intersection.

**BUDGET:**

COMPONENT	AMOUNT
PA/ED	20,000
PS and E	180,000
R/W Support	140,000
R/W Capital	2,970,000
Construction Support	165,000
Construction Capital	<u>1,700,000</u>
Total Budget	\$5,175,000

**SCOPE:**

**DESIGN:** "Consultant" Staff to Perform this Task.

I. Preliminary Design – "Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report" as Final Work Product

"Consultant" Staff to perform the following tasks:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Inglewood Ave.

- C. Obtain 24 hour and other necessary traffic counts to compare existing Level of Service to future with project Level of Service at the intersection.
- D. Incorporate provided layout plans to be incorporated into the final design.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- G. Conduct soil contamination investigations within a 500 foot radius of Inglewood Ave and Manhattan Beach Blvd. intersection.
- H. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development, build outs and preservation of existing improvements and scenic character of the area.
- I. Obtain street pavement structural sections for project area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for the Inglewood Ave. at Manhattan Beach Blvd. Southbound Right Turn Lane Improvements. As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## II. Environmental Analysis

"Consultant" Staff to perform the following tasks:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

## III. Final Design – Plans, Specifications and Estimates

"Consultant" Staff to perform the following tasks:

- A. Design the ultimate build out of Inglewood Ave, and ultimate repair strategy for Inglewood Ave., based on the City reviewed "**Proposed Land Acquisition on Inglewood Ave. North of Manhattan Beach Blvd. Report**".

- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Bikeway/Signage/Signal Plans, and Street Lighting/Electrical.
- C. Submittal of plan set shall be delivered at 35%, 65%, 90%, 95% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide signed and stamped CAD files for all plan sheets.
- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners along Inglewood Ave, particularly with issues of right-of-way acquisition.
- E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates).
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 65% and 90% complete and final in a spreadsheet format.

**IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

"Consultant" Staff to perform the following tasks

V.

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**RIGHT-OF-WAY: "Consultant" Staff to Perform this Task**

**The budget includes Right-of-Way Support and Right-of-Way Capital costs.**

**Consultant to perform the following tasks:**

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**"Consultant" Staff to perform the following tasks**

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement.

## **CONSTRUCTION**

**Lead Agency expects to provide construction oversight, procure a consultant for construction management and let a low bid contract for construction and to perform the following tasks:**

- A. Conduct a "Ground Breaking" ceremony for the project.
- B. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction.
- D. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and Lead Agency, shall be and not be limited to: Pre-Construction Meeting, progress meetings and preparation of response to RFIs.

**MILESTONES:** The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
<b>SOLICITATION (BID/PROPOSAL)</b>		
Develop Solicitation Package	May 1, 2015	September 1, 2015
Solicitation Response	September 23, 2015	November 1, 2015
Evaluations	November 1, 2015	November 27, 2015
Selection	November 27, 2015	December 4, 2015
Board Approval	February 2, 2016	March 1, 2016
Contract Award	March 1, 2016	March 1, 2016
Fully Executed Contract	April 1, 2016	April 1, 2016
<b>PLANNING</b>		
Prepare Concept Report	May 1, 2016	November 1, 2016
Prepare Feasibility Study	May 1, 2016	November 1, 2016
Prepare Project Study Report	May 1, 2016	November 1, 2016
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
Insert other planning milestones		
<b>PRELIMINARY DESIGN</b>		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
Insert other prelim design milestones		
<b>PA&amp;ED</b>		
Prepare Environmental Document Document Type: _____	November 1, 2016	
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		February 1, 2017
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
Insert other PAED milestones		
<b>PS&amp;E</b>		
<b>35% PS&amp;E</b>		
Preliminary Investigations	July 1, 2016	January 1, 2017
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civil Design	July 1, 2016	January 1, 2017
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		February 1, 2017
<b>65% PS&amp;E</b>		
Civil Design Plans	February 1, 2017	July 1, 2017
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		September 1, 2017
<b>95% PS&amp;E</b>		
Civil Design Plans	March 1, 2018	June 1, 2018
Structural Design		
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	June 1, 2018	August 1, 2018
Outside Agency Review		December 1, 2018
Insert other PS&E Milestones		
<b>RIGHT OF WAY SUPPORT</b>		
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners	July 1, 2016	February 1, 2019
Appraisal	September 1, 2016	March 1, 2017
Environmental Investigation		
Closing/Acquire Property/Relocation	August 1, 2017	February 1, 2019
Physical Possession		
Remediation		
Insert other ROW milestones		
<b>Utility Relocation</b>		
Third Party Coordination		
Design Utilities		
Relocate Utilities		

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
<b>Solicitation (Bid/Proposal)</b>		
Develop Solicitation Package	August 1, 2018	November 1, 2018
Solicitation Response	December 1, 2018	January 1, 2019
Evaluations		
Selection		
Board Approval Process		
Contract Award	July 1, 2021	July 1, 2021
Fully Executed Contract	August 1, 2021	August 1, 2021
<b>Excavation</b>		
Clear/Grub	October 1, 2021	April 1, 2022
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
<b>Environmental</b>		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work		
Rebar Placement		
Pole Placement		
<b>Traffic Control</b>		
TMP		
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
<b>Utilities</b>		
DWP		
SCE		
LADOT		
<b>Materials</b>		
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
<b>Electrical</b>		
Power U/G Communication		
A/G Testing/Acceptance		

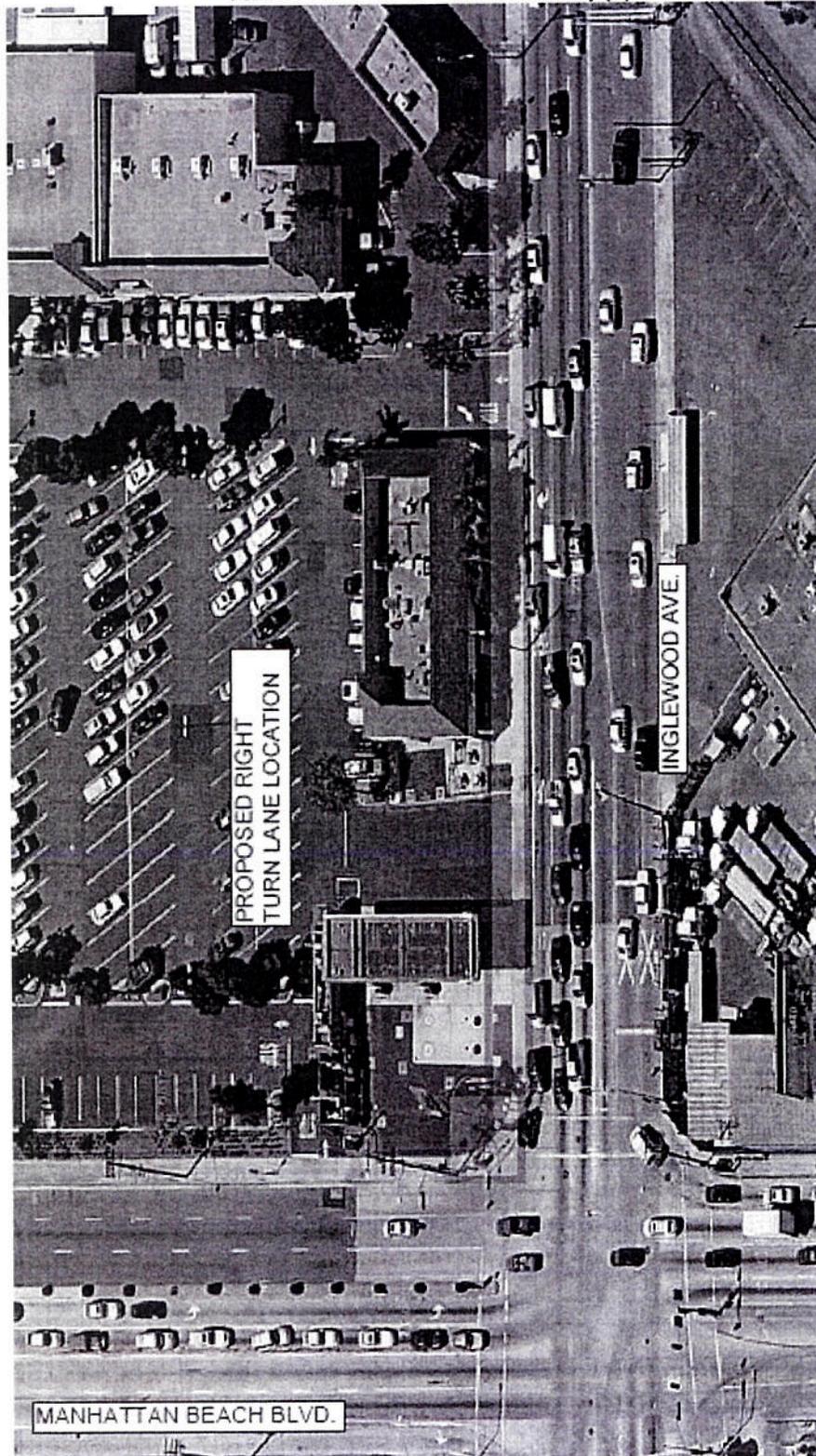
FTIP #: LA0G997  
 Subregion ID: I-405, I-110, I-105, and SR-91 Ramp and  
 Interchange Improvements (South Bay)

Project#: MR312.42  
 FA# 920000000MR31242

	START DATE	COMPLETION DATE
<b>Landscape</b>		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
General Construction/close out project	October 1, 2021	June 1, 2022
<b>Change Orders</b>		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		



ATTACHMENT C -Location Map(s)



## FA ATTACHMENT D

### PROJECT REPORTING & EXPENDITURE GUIDELINES

#### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is 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 a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or 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.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide 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.
- GRANTEES are 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 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

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

## EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

## DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA  
 ATTACHMENT D-1  
 PROJECT TITLE:  
 MONTHLY PROGRESS REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO  
ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:  
 Los Angeles County Metropolitan Transportation Authority  
 Accounts Payable  
 P. O. Box 512296  
 Los Angeles, California 90051-0296  
 after the close of each month. 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: GENERAL INFORMATION**

PROJECT TITLE: \_\_\_\_\_

FA #: \_\_\_\_\_

MONTHLY REPORT SUBMITTED FOR: Month: \_\_\_\_\_ Year: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

LACMTA Project Manager	Name:	_____
	Phone Number:	_____
	e-mail:	_____
GRANTEE Contact / Project Manager	Contact Name:	_____
	Job Title:	_____
	Department:	_____
	City / Agency:	_____
	Mailing Address:	_____
	Phone Number:	_____
	e-mail:	_____



LACMTA  
 ATTACHMENT D-1  
 PROJECT TITLE:  
 MONTHLY PROGRESS REPORT  
**SECTION 3: MONTHLY PROGRESS REPORT**  
**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES 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 S

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
<b>SOLICITATION (BID/PROPOSAL)</b>									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval									
Contract Award									
Fully Executed Contract									
<b>PLANNING</b>									
Prepare Concept Report									
Prepare Feasibility Study									
Prepare Project Study Report									
<b>Intelligent Transportation</b>									
Feasibility Study									
Concept Exploration									
<b>OTHER: (Please specify)</b>									
<b>Preliminary Design</b>									
Prepare Detailed Design Plans									
Prepare Detailed Construction									
Prepare Project Cost Estimate									
<b>Intelligent Transportation</b>									
Concept of Operations									
System Requirements									
High Level Design									
<b>PA&amp;ED</b>									
Prepare Environmental Scoping									
Technical Studies									
Draft Environmental									
Final Environmental									
Community Outreach									
Secure Project Approval									
<b>Intelligent Transportation</b>									
Categorical Exemption									
<b>OTHER: (Please specify)</b>									
<b>PS&amp;E</b>									
<b>35% PS&amp;E</b>									
Preliminary Investigations									
Preliminary Foundation									
Geometric Drawings									
Bridge Type Selection									
ADL Review									
Utilities									
Right-of-Way									
Estimating									
Civic Design									
Structural Design									
<b>Intelligent Transportation</b>									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									
<b>65% PS&amp;E</b>									
Civil Design Plans									
Right-of-Way Engineering									
Structural Design									
Prepare Project Cost									
<b>Intelligent Transportation</b>									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									



LACMTA  
 ATTACHMENT D-1  
 PROJECT TITLE:  
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
<b>95% PS&amp;E</b>									
Civil Design Plans									
Structural Design									
<b>Intelligent Transportation</b>									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Submittals & Reviews									
Submit Final PS&E									
Outside Agency Review									
<b>OTHER: (Please specify)</b>									
<b>ROW</b>									
Certification/Mapping									
Title Report									
Meet with Property Owners									
Appraisal									
Environmental Investigation									
Closing/Acquisition/Relocation									
Physical Possession									
Remediation									
Third Party Coordination									
<b>UTILITY RELOCATION</b>									
Third Party Coordination									
Design Utilities									
Relocate Utilities									
<b>OTHER: (Please specify)</b>									

LACMTA  
 ATTACHMENT D-1  
 PROJECT TITLE:  
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
<b>CONSTRUCTION</b>									
<b>Solicitation (Bid/Proposal)</b>									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval Process									
Contract Award									
Fully Executed Contract									
<b>Excavation</b>									
Clear/Grub									
Survey									
Sample Borings									
Grading									
Compaction									
Drainage									
<b>Environmental</b>									
Hazardous Materials Handling									
Archaeological									
Air Quality Monitoring									
<b>Concrete</b>									
Form Work									
Rebar Placement									
Imbeds									
Testing									
Finishing									
<b>Traffic Control</b>									
TMP									
<b>Structural</b>									
False Work									
Iron Placement									
Pole Placement									
<b>Utilities</b>									
DWP									
SCE									
LADOT									
<b>Materials</b>									
Long-Lead Equipment									
Staging									
Material Lay Down Area									
Signage									
<b>Electrical</b>									
Power U/G Communications									
A/G Testing/Acceptance									
<b>Landscape</b>									
Clearing									
Planting									
Plant Establishment									
Irrigation									
Testing									
<b>Change Orders</b>									
P.O Processing Time									
Weather									
Third Party Issues									
Strike Labor Walk Outs									
Force Majeure									
Claims									
<b>Intelligent Transportation System</b>									
Hardware / Software									
Equipment Installations									
Software Development									
Systems Integration									
Device Testing									
Subsystem Verification									
System Verification									
Final Systems Acceptance									
<b>OTHER: (Please specify)</b>									



LACMTA  
 ATTACHMENT D-1  
 PROJECT TITLE:  
 MONTHLY PROGRESS REPORT

**2. PROJECT COMPLETION**

Based on the comparison of the original and actual project milestone schedules above, project is (select only one):

- Ahead of original FA schedule
- On schedule per original FA schedule
- Between 12-24 months behind original schedule
- Less than 12 months behind original schedule
- More than 24 months behind original schedule

**3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this month.

**4. PROJECT DELAY**

If project is delayed, describe reasons for delay (this month). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous months, please indicated by writing "Same as Previous Month"

**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.

Issue(s)	Targeted Resolution/Response Date

**6. COST SUMMARY**

FA Milestones	Project Budget g	LACMTA Approved Changes h	Current Approved Budget i=g+h	Expenditures to Date j	Estimate At Completion k	Cost Variance l=k-i	Cost Variance	Percent Completed By Dollar Amount
PLANNING								
PA&ED								
PS&E								
ROW Support								
ROW								
CONSTRUCTION Support								
CONSTRUCTION								

**7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER**

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies	Action	Outcome
Environmental					
Planning					
Design					
ROW					
Construction					
Bid/Award					
Third Party					

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**LACMTA FA MEASURE R ATTACHMENT D-2**  
**QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000MR
Quarterly Report #	

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO**  
**ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority  
 Accounts Payable  
 P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,  
May 31 and August 31. Please note that letters or other forms  
 of documentation may not be substituted for this form. Refer to the  
 Reporting and Expenditure Guidelines (Attachment C) 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 R Grant \$
<b>Project Quarter Expenditure</b>	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
<b>Project-to-Date Expenditure</b>	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

**SECTION 2: GENERAL INFORMATION**

PROJECT TITLE: \_\_\_\_\_

FA #: \_\_\_\_\_

**QUARTERLY REPORT SUBMITTED FOR:**

- Fiscal Year :*       2014-2015       2015-2016       2016-2017  
                           2017-2018       2018-2019       2019-2020
- Quarter :*             Q1: Jul - Sep       Q2: Oct - Dec  
                           Q3: Jan - Mar       Q4: Apr - Jun

DATE SUBMITTED: \_\_\_\_\_

**LACMTA MODAL CATEGORY:**

- RSTI                       Pedestrian                       Signal Synchronization  
 TDM                       Bicycle                           Goods Movement  
 Transit

<b>LACMTA Project Manager</b>	Name:	_____
	Phone Number:	_____
	E-mail:	_____

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	_____
	Job Title:	_____
	Department:	_____
	City / Agency:	_____
	Mailing Address:	_____
	Phone Number:	_____
	E-mail:	_____



**SECTION 3 : QUARTERLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> 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 recalculate 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 Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
<b>Total Project Duration (Months)</b>				

**2. PROJECT COMPLETION**

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
  Less than 12 months behind original schedule  
 Between 12-24 months behind original schedule
  More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
  No
  Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
  No
  Not Applicable

### 3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

### 4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

### 5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.



**SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
<b>TOTAL</b>		

**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 that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.  
 ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects).  
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

# Los Angeles Metropolitan Transportation Authority 2015 Federal Transportation Improvement Program (\$000)

<b>TIP ID LA0G997</b>		<b>Implementing Agency Redondo Beach, City of</b>								
Project Description: N18 - Intersection improvements on Inglewood Ave at Manhattan Beach Blvd. Feasibility analysis, plans, specifications, estimates, obtaining right of way, and construction of a right turn only lane on southbound Inglewood Ave at Manhattan Beach Blvd.							SCAG RTP Project #: 1AL04 Study: N/A Is Model: Model #: PM: John Mate - (310) 318-0661 Email: john.mate@redondo.org LS: N LS GROUP#: Conformity Category: EXEMPT - 93.127 Completion Date 06/30/2017			
System: Local Hwy	Route:	Postmile:	Distance:	Phase: Environmental Document/Pre-Design Phase (PAED)			Completion Date 06/30/2017			
Lane # Extd:	Lane # Prop:	Imprv Desc:		Air Basin: SCAB	Envir Doc: CATEGORICALLY EXEMPT - 06/30/2014					
Toll Rate:	Toll Colc Loc:	Toll Method:	Hov acs eg loc:	Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area: Other	Sub-Region: South Bay Area				
Program Code: NCRH1 - INTERSECTION IMPROVEMENTS/CHANNELIZATION Stop Loc:				CTIPS ID:	EA #:	PPNO:				
	PHASE	PRIOR	14/15	15/16	16/17	17/18	18/19	19/20	BEYOND	TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
Measure R	PE		\$125	\$185	\$0					\$310
	RW		\$0	\$0	\$3,000					\$3,000
	CON		\$0	\$0	\$1,865					\$1,865
	SUBTOTAL									
			\$125	\$185	\$4,865					\$5,175
	TOTAL PE: \$310		TOTAL RW: \$3,000			TOTAL CON: \$1,865				
<ul style="list-style-type: none"> <li>- General Comment: New Project. Project is a I-605 Hot Spot Arterial Intersection.</li> <li>- Mdeling Comment:</li> <li>- TCM Comment:</li> <li>- Narrative: New Project</li> </ul>										
MR:										
▶ Add funds in 14/15 in ENG for \$125										
▶ Add funds in 15/16 in ENG for \$185										
▶ Add funds in 16/17 in ROW for \$3,000, CON for \$1,865										
Total project cost \$5,175										
<b>Last Revised Adoption 15-00 - SCAG PENDING</b>				Change reason: NEW PROJECT				Total Cost <b>\$5,175</b>		



## ATTACHMENT F SPECIAL GRANT CONDITIONS - Subregion

LACMTA has asked the South Bay Cities Council of Governments (SBCCOG) to provide program administration and project development and oversight over the Project in conjunction with LACMTA. In order to do so, the SBCCOG shall obtain a copy from LACMTA or through LACMTA's Project Database of each Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) at the time Grantee submits the reports to LACMTA. The SBCCOG, through the Progress Reports, shall monitor progress of the Project schedule and budget and provide periodic reports to LACMTA on the status of the Project. The SBCCOG shall also monitor and report to LACMTA on overall program-level schedule and budget to identify and evaluate any problems that may result in Project delays or cost overruns.

The Monthly Progress Reports (Attachment D1) shall include, but are not limited to, Project progress, use of funds during the previous month, the milestones progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The Quarterly Expenditure Reports (Attachment D2) provided by the Grantee to LACMTA shall be used by the SBCCOG for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope or schedule, Grantee must obtain evidence of SBCCOG concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.

## ATTACHMENT G BOND REQUIREMENTS

The provisions of this Attachment G 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 and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (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 or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. 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 the 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 G and notify LACMTA of such designations.



# Administrative Report

H.6., File # 25-1035

Meeting Date: 8/5/2025

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

**TITLE**  
EXCUSED ABSENCES FROM VARIOUS COMMISSION AND COMMITTEE MEETINGS

**EXECUTIVE SUMMARY**

<u>Commissioner/Member</u>	<u>Board/Commission/Committee</u>	<u>Meeting Date</u>
Roger Light	Planning	June 2, 2025
Bhuvan Bajaj	Public Works & Sustainability	June 23, 2025
Christopher McCauley	Public Amenities	July 9, 2025
Desiree Galassi	Public Amenities	July 9, 2025
Ryan Abelman	Harbor	July 14, 2025
Anneke Blair	Public Safety	July 21, 2025
Nancy Skiba	Public Safety	July 21, 2025
Victoria Pitzele	Cultural Arts	July 23, 2025
Michelle O'Brien-Herrera	Cultural Arts	July 23, 2025
Bhuvan Bajaj	Public Works & Sustainability	July 28, 2025
Jay Tsao	Public Works & Sustainability	July 28, 2025
Candace Nafissi	Public Works & Sustainability	July 28, 2025

On June 12, 2025, the City Clerk received notification from Commissioner Light, requesting an excused absence for the June 2, 2025, Planning Commission Special meeting for personal reasons.

On June 23, 2025, the City Clerk received notification from Commissioner Bajaj, requesting an excused absence for the June 23, 2025, Public Works & Sustainability Commission meeting for personal reasons.

On June 30, 2025, the City Clerk received notification from Commissioner McCauley, requesting an excused absence for the July 9, 2025, Public Amenities Commission meeting for personal reasons.

On July 3, 2025, the City Clerk received notification from Commissioner Galassi, requesting an excused absence for the July 9, 2025, Public Amenities Commission meeting for personal reasons.

On July 7, 2025, the City Clerk received notification from Commissioner Abelman, requesting an excused absence for the July 14, 2025, Harbor Commission meeting for personal reasons.

On July 21, 2025, the City Clerk received notification from Commissioner Blair, requesting an excused absence for the July 21, 2025, Public Safety Commission meeting for personal reasons.

On July 21, 2025, the City Clerk received notification from Commissioner Skiba, requesting an excused absence for the July 21, 2025, Public Safety Commission meeting for personal reasons.

On July 17, 2025, the City Clerk received notification from Commissioner Pitzele, requesting an excused absence for the July 23, 2025, Cultural Arts Commission meeting for personal reasons.

On July 23, 2025, the City Clerk received notification from Commissioner O'Brien-Herrera, requesting an excused absence for the July 23, 2025, Cultural Arts Commission meeting for personal reasons.

On July 27, 2025, the City Clerk received notification from Commissioner Bajaj, requesting an excused absence for the July 28, 2025, Public Works & Sustainability Commission meeting for personal reasons.

On July 28, 2025, the City Clerk received notification from Commissioner Tsao, requesting an excused absence for the July 28, 2025, Public Works & Sustainability Commission meeting for personal reasons.

On July 28, 2025, the City Clerk received notification from Commissioner Nafissi, requesting an excused absence for the July 28, 2025, Public Works & Sustainability Commission meeting for personal reasons.

**BACKGROUND**

As of September 3, 2019, the City Council authorized the City Clerk to revise the policy pertaining to requests for excused absences, whereby Board Members and Commissioners are required to communicate impending absences directly to the City Clerk for processing.

Pursuant to Sec 2-9.107 of Redondo Beach Municipal Code in order for absences from regular meetings of City Commissions to be considered excused absences, permission must be requested from the City Council and approval must be expressed in the official minutes of the Council.

**APPROVED BY:**

*Eleanor Manzano, City Clerk*

**FISCAL IMPACT**

None



# Administrative Report

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H.7., File # 25-0936

Meeting Date: 8/5/2025

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**To:** MAYOR AND CITY COUNCIL  
**From:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-052 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO CREATE THE POSITION OF SENIOR ASSISTANT CIVIL ENGINEER AND ADOPTING THE SALARY RANGE FOR THE POSITION

## **EXECUTIVE SUMMARY**

The City maintains an Official Book of Class Specifications for positions in the service of the City of Redondo Beach. Pursuant to Article 5, Chapter 3 of the Redondo Beach Municipal Code, class titles, class specifications, and salary ranges are periodically reviewed and updated.

As part of the FY 2025-26 adopted budget, the City Council approved the upgrade of one of two Assistant Civil Engineer positions to a Senior Assistant Civil Engineer position in the Engineering Services Division of the Public Works Department. The proposed class specification and salary range (\$6,803 - \$9,567 per month) have been prepared to be in-line with similar positions in other agencies and will be part of the Professional and Supervisory Association employee group.

## **BACKGROUND**

The Engineering Division of the Public Works Department has historically benefited from funding for two Assistant Civil Engineer positions in its personnel budget. Over the last several years, these employees have assumed greater responsibilities, such as training new personnel on current plan checking requirements and developing expertise in complex plan check responsibilities formerly handled by one of the Associate Civil Engineer positions. As such, the level of work is more closely suited to a Senior Assistant Civil Engineer, a position which is common in other public works agencies. During the FY 2025-26 Budget adoption process, funding was allocated to elevate one of the two Assistant Civil Engineer positions to a Senior Assistant Civil Engineer position.

Staff prepared the class specification by reviewing the City's internal needs, comparing the duties, expectations, and requirements of Senior Assistant Civil Engineer positions in other municipalities, and incorporating the City's current standard language. Prior to advertising the Senior Assistant Civil Engineer position for internal recruitment, the class specification must be adopted by resolution in order to be included as part of the Official Book of Class Specifications.

At this time, staff recommends the adoption of the attached Resolution for approval of the new job classification. The salary range for the Senior Assistant Civil Engineer position, per the funding that

was approved in the FY 2025-26 Budget, is \$6,803 - \$9,567 per month.

**COORDINATION**

The classification specification for the Senior Assistant Civil Engineer has been coordinated with the Public Works Department, Human Resources Department, and with representatives of the Professional & Supervisory Association. The City Attorney's Office reviewed and approved the Resolution as to form.

**FISCAL IMPACT**

There is no fiscal impact associated with adding the new classification specification to the Official Book of Class Specifications. The additional funding needed for the position was approved as part of the FY 2025-26 Budget.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Resolution No. CC-2508-052 Amending the Official Book of Classifications to add the Senior Assistant Civil Engineer Specification

**RESOLUTION NO. CC-2508-052**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO CREATE THE POSITION OF SENIOR ASSISTANT CIVIL ENGINEER AND ADOPTING THE SALARY RANGE FOR THE POSITION**

WHEREAS, pursuant to Sections 2-3.602 and 2-3.603 of Article 6, Chapter 3, Title 2, and Sections 2-3.1002 and 2-3.1003 of Article 10, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council of the City of Redondo Beach ("City Council") shall set forth from time to time the Class Titles and Salaries for job classifications; and,

WHEREAS, pursuant to Section 2-3.502 of Article 5, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council shall set forth from time to time the Specifications for job classifications; and,

WHEREAS, the Public Works Department desires to create the new position Senior Assistant Civil Engineer to serve under the City Engineer; and

WHEREAS, the initial salary range of the Senior Assistant Civil Engineer will be adopted as \$6,803 - \$9,567 per month; and

WHEREAS, the Senior Assistant Civil Engineer will be assigned to the Professional and Supervisory Association; and

WHEREAS, it is necessary to amend the Official Book of Class Specifications to reflect such action of the City Council.

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

SECTION 1. That the Official Book of Class Specifications is hereby amended, as reflected in the attached Exhibit "A" to include the class specification for the new position of Senior Assistant Civil Engineer.

SECTION 2. That a salary range of \$6,803 - \$9,567 per month is hereby adopted for the position of Senior Assistant Civil Engineer, in accordance with the scope of responsibilities of the position.

SECTION 3. This resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 5th day of August, 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-2508-052 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 5th day of August, 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

City of Redondo Beach Approved: August 5, 2025  
Class Specification Resolution: CC-2508-052

TITLE: SENIOR ASSISTANT CIVIL ENGINEER

DEFINITION:

Under direction of the City Engineer or designee, this position is accountable as a team member of the Engineering Division of the Public Works Department to achieve results in support of the City's mission, goals, policies and objectives.

EXAMPLES OF DUTIES, RESPONSIBILITIES AND EXPECTATIONS:

The listed tasks are essential for this position and may include but are not limited to the following:

- Plans, designs, and conducts preliminary studies of various public works projects such as streets, sewers, pump stations, parking lots, storm drains, small buildings and park projects
- Prepares preliminary and final designs for construction and maintenance projects
- Prepares cost estimates, reports, and specifications
- Participates in the design and construction of maintenance projects
- Prepares legal descriptions, computations, maps, and other information
- Prepares and checks construction, site drainage, and excavation plan profiles and cross-sections for right-of-way improvements submitted for consistency with codes, ordinances, specifications and practices of the City in the field and office
- Confers with other employees and representatives of governmental agencies, public utilities and contractors to obtain information and to coordinate contract requirements
- Operates motor vehicle while performing various duties
- May function as departmental representative at various meetings
- Delivers responsive and effective internal and external customer service while solving problems and proactively creating sustainable solutions to issues
- Conducts duties, responsibilities, tasks and assignments with a constructive, cooperative, positive, professional attitude and demeanor
- Supports the City's mission, goals, policies and objectives
- Supports the City's core values of: Openness and honesty; integrity and ethics; accountability; outstanding customer service; teamwork; excellence; and fiscal and environmental responsibility
- Performs other related duties as required

CLASSIFICATION:

This position is designated as Classified and is exempt from coverage under the Fair Labor Standards Act (FLSA) overtime regulations.

QUALIFICATIONS:

This position requires:

Knowledge of:

- Modern principles and practices of civil engineering as applied to the construction of various public works projects
- Modern construction projects, materials and equipment

- Legal implications and code requirements which will affect a project
- Applicable safety and health regulations, City rules and regulations, policies and procedures

The ability to:

- Read and interpret plans and specifications
- Work independently and on project matrix teams
- Plan projects and prepare related designs, estimates, and specifications
- Perform engineering computations and make recommendations for the solution of engineering problems
- Establish and maintain effective working relationships
- Communicate effectively orally and in writing
- Legally operate a motor vehicle in the State of California
- Reason logically and creatively
- Meet medical standards for the class as prescribed in the Industrial Relations and Insurance Support Services Job Analysis

Required Education and Work Experience:

- The position requires a Bachelor's Degree in Civil Engineering, or other occupationally related field.
- At least two (2) years of full-time professional civil engineering work experience.

Other Requirements:

- Possession of valid Class "C" California Driver License is a condition of employment for those appointed to this class.

Expected Competencies Include:

- Computer literacy with knowledge in the use of Microsoft Office, the ability to communicate using email programs, and an understanding of and adherence to City policies for information technology.
- Sound decision making skills, critical thinking ability, problem solving and innovation skills, drive for results, analytic skills, interpersonal, customer service and diplomatic skills, ethical conduct, and proven top performances.

Desired Qualification:

- Valid registration as an Engineer in Training (EIT).

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Physical Abilities: Tasks involve lifting, carrying, pushing and pulling light to moderate objects; standing for extended periods of time; regular reaching, climbing, twisting, turning, bending, stooping, and kneeling.

Sensory Requirements: Some tasks require the ability to perceive and distinguish colors or shades of colors and sounds, and provide oral communication.

Environmental Factors: Some tasks may risk exposure to noise, dirt, dust, pollen, odors, hazardous materials, wetness, humidity, mold, rain, fumes, and traffic hazards.

Job description statements describe the general nature and levels of work performed by employees and are not intended as an exhaustive list of all responsibilities, duties and skills required.



# Administrative Report

H.8., File # 25-0673

Meeting Date: 8/5/2025

**To: MAYOR AND CITY COUNCIL**  
**From: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

**TITLE**

APPROVE A THREE-YEAR AGREEMENT WITH COMMERCIAL BUILDING MANAGEMENT, INC. TO PROVIDE JANITORIAL SERVICES FOR ELEVEN CITY BUILDINGS AND TEN PARK RESTROOM FACILITIES FOR AN ANNUAL COST OF \$248,655 AND A TOTAL THREE-YEAR COST NOT TO EXCEED \$745,965

**EXECUTIVE SUMMARY**

Approval of the recommended action would award a three-year agreement to Commercial Building Management, Inc. (CBM) to provide janitorial services for eleven City buildings and ten park restroom facilities. Services would be provided for an annual cost not to exceed \$248,655 and a total three-year cost not to exceed \$745,965, including a 10% contingency.

**BACKGROUND**

As the Public Works Department does not have sufficient staffing resources to provide the necessary custodial services for all City facilities, services for certain buildings have traditionally been outsourced. Since 2019, the City has contracted with CBM to service the following eleven buildings:

- |                                  |                                |
|----------------------------------|--------------------------------|
| Alta Vista Park Community Center | Perry Park Senior Center       |
| Alta Vista Racquetball Courts    | Perry Park Teen Center         |
| Anderson Park Senior Center      | North Branch Library           |
| Aviation Park Clubhouse          | Veterans Park Senior Center    |
| Community Services Dept. Offices | Wilderness Park Visitor Center |
| Main Library                     |                                |

The most recent three-year agreement with CBM recently transitioned to a month-to-month term. As such, the Financial Services Department issued Request for Proposals (RFP) #2425-008 for a new three-year agreement. As part of the proposed Agreement, the Public Works Department would like to add custodial services for restrooms at the following parks:

- |                 |                 |
|-----------------|-----------------|
| Alta Vista Park | Franklin Park   |
| Anderson Park   | Lilienthal Park |
| Aviation Park   | Perry Park      |
| Dale Page Park  | Veterans Park   |
| Dominguez Park  | Wilderness Park |

Park restrooms are currently serviced by Public Works personnel. However, because parks are open beyond regular business hours, the Park Services Division often must provide cleaning services using overtime staffing. This is not cost effective and depletes the Division's overtime budget, which is needed to address acute, unforeseen events, such as removing palm fronds and other fallen debris from City streets during severe weather events. Including park restroom cleaning in the janitorial contract is a more efficient and cost effective approach. Public Works spends approximately 2,275 staff hours per year servicing the park restrooms split between two maintenance workers. The total annual City personnel cost to service the restrooms is approximately \$87,500 or \$7,292 per month. The annual cost for the proposed janitorial contractor to service the park restrooms is \$47,910 or \$3,993 monthly, which is 25% of the monthly fixed fee. This equates to a 55% savings to the City while also freeing up staff time for other essential park maintenance duties.

Responses to RFP #2425-008 were as follows:

- Commercial Building Maintenance: \$248,655
- Star Brite Building Maintenance: \$312,283
- Base Hill, Inc.: \$356,730
- JJ Property Maintenance Network: \$383,315
- US Metro Group: \$398,252
- Jonco Apex Solutions: \$415,580
- High Tech Building Maintenance: \$460,674
- CBJ Building Maintenance: \$542,809
- Rusch Co.: \$597,080
- Crisp Environments: \$611,721
- Ultimate Maintenance Services: \$637,065
- BlueTac Public Safety LLC: \$737,837
- MSL, Inc.: Non-Responsive
- Premier Property Preservation: Non-Responsive
- Vested Solutions: Non-Responsive
- Z&CJS, Inc.: Non-Responsive

The companies listed as Non-Responsive either submitted incomplete proposals or failed to respond to multiple requests for additional information.

The figures shown above include annual not to exceed amounts based on monthly pricing for regular services, hourly pricing for projected special services, and a 10% contingency. The Public Works Department has reviewed the proposals and determined that the proposal provided by CBM provides the City with the best combination of service experience, qualifications, references and pricing. The company has provided the City with reliable, high-quality services for the last eight years. In addition, CBM's pricing is the lowest of the responsive bidders.

The annual cost of the proposed Agreement will not exceed \$248,655 as follows:

Regular Maintenance:	\$191,640
Special Services:	\$34,410
10% Contingency:	<u>\$22,605</u>

Total: \$248,655

The combined three-year contract cost will not exceed \$745,965, including a 10% contingency.

**COORDINATION**

The RFP process was coordinated with the Financial Services Department. The City Attorney's Office prepared the recommended agreement.

**FISCAL IMPACT**

Funding for the Agreement is available in the Public Works Department's Building Occupancy Fund and General Fund operating budgets.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Commercial Building Management, Inc.
- Insurance - Commercial Building Management, Inc.

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND COMMERCIAL BUILDING MANAGEMENT, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Commercial Building Management, 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. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this

Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which

such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 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. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this

Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not

pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 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)

07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Progressive Advantage Business Program</b> PO Box 5316 Binghamton NY 13902	<b>CONTACT NAME:</b> Progressive Advantage Business Program	
	<b>PHONE (A/C, No, Ext):</b> (844) 306-4926	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> commercialservice@homesite.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A : Midvale Indemnity Company</b> <b>27138</b>	
<b>INSURED</b> <b>COMMERCIAL BUILDING MANAGEMENT, CBM Inc.</b> 9825 Magnolia Ave Suite B Riverside CA 92503	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 00000148353816

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	CP00086313	09/16/2024	09/16/2025	EACH OCCURRENCE	\$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$5,000
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						BODILY INJURY (Per person)	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				BODILY INJURY (Per accident)	
	<b>PROFESSIONAL LIABILITY</b>						PROPERTY DAMAGE (Per accident)	
							EACH OCCURRENCE	
							AGGREGATE	
							PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA	
							E.L. DISEASE - POLICY LIMIT	
							OCCURRENCE AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Janitorial Cleaning Services. CITY OF REDONDO BEACH IS ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF REDONDO BEACH  415 DIAMOND STREET REDONDO BEACH CA 90277	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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GENERAL LIABILITY ENDORSEMENT  
CITY OF REDONDO BEACH  
415 DIAMOND STREET  
REDONDO BEACH, CA 90277

**POLICY INFORMATION**

Insurance Company Progressive Advantage Business Policy Number CP00086313  
Policy Term (From) 9/16/2024 (To) 09/16/2025 Endorsement Effective Date 6-11-2025  
Named Insured Commercial Building Management CBM, Inc  
Address of Named Insured 9825 Magnolia Ave, Suite B Riverside, CA 92503  
Limit of Liability any One Occurrence/Aggregate \$ 1,000,000 / \$ 2,000,000  
General Liability Aggregate Applies Separately to This Project/Location: Yes  No   
Deductible or Self-Insured Retention (None unless otherwise specified): \_\_\_\_\_  
Coverage is equivalent to Commercial General Liability occurrence form CG 0001: Yes  No

**POLICY AMENDMENTS**

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

**INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

Progressive Advantage Business Program  
(Name/Department)  
Midvale Indemnity Company  
(Company)  
PO Box 5316  
(Address)  
Binghamton, NY 13902  
(City/State/Zip)  
(844) 306-4926  
(Phone)

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, Gary Jacobs (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Gary Jacobs  
Signature - Authorized Representative / Title  
Midvale Indemnity Company  
Organization  
PO Box 5316, Binghamton, NY 13902 (844) 306-4926  
Address/Telephone  
7-21-2025  
Date

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF REDONDO BEACH	All locations where work is performed or services are provided for the Additional Insured(s) listed on this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Torrance	All locations where work is performed or services are provided for the Additional Insured(s) listed on this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Wildomar	All locations where work is performed or services are provided for the Additional Insured(s) listed on this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



AUTOMOBILE LIABILITY ENDORSEMENT  
CITY OF REDONDO BEACH  
415 DIAMOND STREET  
REDONDO BEACH, CA 90277

**POLICY INFORMATION**

Insurance Company City Best Insurance SVC INC Policy Number BA040000094245  
Policy Term (From) 06/27/2025 (To) 06/27/2026 Endorsement Effective Date \_\_\_\_\_  
Named Insured Commercial Building Management CBM  
Address of Named Insured 4825 Magnolia Ave suite B Riverside ca 92503  
Limit of Liability any One Occurrence/Aggregate \$ 1000000 / \_\_\_\_\_  
Deductible or Self-Insured Retention (None unless otherwise specified): \_\_\_\_\_  
Coverage equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025:  
Yes  No

**POLICY AMENDMENTS**

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

**INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

City Best Insurance SVC INC  
(Name/Department)  
Mercury Insurance Company  
(Company)  
P.O. Box 10730  
(Address)  
Santa Ana Ca 92711  
(City/State/Zip)  
(800) 503-3724  
(Phone)

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, Zac Awward (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Zac Awward  
Signature - Authorized Representative / Title

City Best Insurance SVC INC  
Organization

1630 E 4th St Suite D Ontario CA 91764 909) 984-4140  
Address/Telephone

07/23/2025  
Date





# Administrative Report

H.9., File # 25-0766

Meeting Date: 8/5/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

## TITLE

APPROVE AMENDMENT NO. 8 TO FUNDING AGREEMENT #MOU.MR312.20 WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS PROJECT, JOB NO. 40780, TO ADD AN ADDITIONAL \$1,000,000 IN MEASURE R FUNDS APPROVED FOR FY 2024-25, AN ADDITIONAL \$1,500,000 IN MEASURE R FUNDS APPROVED FOR FY 2025-26, AND TO EXTEND THE LAPSING DATE OF FY 2021-22 FUNDS TO JUNE 30, 2026.

## EXECUTIVE SUMMARY

The City of Redondo Beach has received \$15.748 million from Los Angeles County Metropolitan Transportation Authority (Metro) in Measure R Highway Program funds for seven regional street improvement projects endorsed by the Infrastructure Working Group of the South Bay Cities Council of Governments (SBCCOG). One of these projects, the Aviation Boulevard at Artesia Boulevard Intersection Improvements (Northbound Right Turn Lane Addition) Project, Job No. 40780, initially received \$2.457 million in awarded funds for design, right-of-way acquisition, and construction. The acquisition of the property needed to complete the project required significant legal work and expense. Accordingly, at the City's request, the Metro Board approved an additional \$2.5 million in funding to cover the extra right-of-way acquisition costs, legal fees associated with property acquisition, and increased construction expenses estimated due to inflation. With approval of the proposed amendment, Metro's commitment for the project to date will be \$4.957 million.

Additionally, the Metro Board awarded the City \$400,000 of construction contingency funding, but staff has not yet received the Funding Agreement for these monies. When the agreement for these funds is received, a ninth amendment will be presented to City Council for consideration, that if approved would bring the total project budget to \$5.357 million.

Each project funding agreement has an initial term of two, three or five years. Extensions to the agreement are then processed on a year-to-year basis to allow for closer tracking of project progress by Metro and SBCCOG. The proposed amendment, extends the lapsing date of some of the Project's earliest funds to June 30, 2026.

Regional highway street improvement projects often require multiple years to complete, especially when property acquisition is required to execute the work. The Aviation Right Turn Lane Project has been several years in the making, but is now entering its final stage, as approval of the Project's construction contract is also part of the City Council's August 5<sup>th</sup> meeting agenda.

## **BACKGROUND**

Measure R is a one-half cent sales tax approved by Los Angeles County voters in November 2008 to meet transportation needs of Los Angeles County. The City of Redondo Beach previously received \$15.748 million from Metro in Measure R Highway Program funds for seven regional street improvement projects endorsed by the Infrastructure Working Group and recommended by the Board of the South Bay Cities Council of Governments (SBCCOG).

In 2012, the City Council awarded contracts for right-of-way acquisition services to Overland, Pacific and Cutler, Inc. and for design services to RBF Consulting, Inc, now Michael Baker International, Inc.

The right-of-way acquisition was fiercely contested by the adjacent property owner. Therefore, the City was required to go through a lengthy eminent domain process.

On May 19, 2020, the City Council, via Resolution No.CC-2005-034, adopted the Initial Study and Negative Declaration No. 2020-XX-IES-MND-OOX, complying with CEQA, for the addition of a northbound right turn lane from Aviation Boulevard to Artesia Boulevard in the City of Redondo Beach. On January 19, 2021, the City Council, adopted the Resolution of Necessity for eminent domain proceedings to acquire the right-of-way required for the Project.

On February 4, 2025, the City Council approved plans, specifications, and estimates for the project and instructed the City Clerk to advertise the project for construction as soon as the right-of-way settlement was reached.

The court assigned to the eminent domain case ruled in favor of the City regarding the right to take the property needed, and on May 13, 2025 the just compensation phase and settlement agreement with the property owner was finalized. As part of the Settlement Agreement, the City has 12 months to complete the construction, once begun. On May 29, 2025, the City Clerk advertised the project for construction.

On August 5, 2025, the City Council will consider awarding the project to the lowest competitive bidder. Construction of the project is scheduled to begin in September and is anticipated to take approximately 120 working days to complete.

Over the years, some of the early funding agreements have lapsed and had to be extended by amendments, with some requiring multiple amendments due to the extended timeline required to conclude the property acquisition phase of the project. This amendment will extend the lapsing date of FY 2021-22 funds for the Project to June 30, 2026. Staff anticipates completion of the project within this timeframe, now that the right of way issue has been resolved.

## **COORDINATION**

The eighth amendment was coordinated with the SBCCOG and Metro. The City Attorney's Office approved the amendment as to form.

## **FISCAL IMPACT**

This project will be fully funded by restricted transportation funding provided by Metro. Following approval of the amendment, Regional Measure R Grant funds available for the Project will total

\$4,957,000. An additional \$400,000 will also be available for the Project following approval of the anticipated 9<sup>th</sup> amendment with Metro. There is sufficient funding to cover the total cost of the Project, including reimbursement for the design, right of way services, settlement costs and legal fees associated with property acquisition.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Amendment No. 8 to MOU.MR312.20 Aviation at Artesia RTO
- Budget and Expenditure Plan

**AMENDMENT No.8  
TO MEASURE R FUNDING AGREEMENT  
BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 8 to the Funding Agreement (this "Amendment"), is dated as of May 6, 2025, by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. MOU.MR312.20 dated August 15, 2011, which was amended on January 30, 2017, December 1, 2017, May 15, 2019, August 31, 2019, August 25, 2020, October 8, 2021, and January 31, 2024 (as amended the "Existing FA"), which Existing FA provides for the Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction of Aviation Boulevard at Artesia Boulevard Intersection Improvements (the "Project"); and

B. WHEREAS, the Grantee desires to increase the Project's budget of Measure R by \$1,000,000 from \$2,457,000 to \$3,457,000. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$3,457,000 which was approved by the LACMTA Board on July 25, 2024; and

C. WHEREAS, the Grantee desires to increase the Project's budget of Measure R by \$1,500,000 from \$3,457,000 to \$4,957,000. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$4,957,000 which was approved by the LACMTA Board on March 27, 2025; and

D. WHEREAS, the Funds are currently programmed for the Project as follows \$847,000 in Measure R Funds in FY 2011-12, \$1,060,000 in Measure R Funds in FY 2021-22, \$550,000 in Measure R Funds in FY 2023-24, \$1,000,000 in Measure R Funds in FY 2024-25, and \$1,500,000 in Measure R Funds in FY 2025-26. The total designated amount for the Project is \$4,957,000; and

E. WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend the funding lapsing date of the Measure R Funds previously approved to meet PA/ED, PS&E, ROW and Construction time frames; and

F. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of FY 2021-22 funds to June 30, 2026; and

G. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$4,957,000 (the “Funds”) for the Project. LACMTA Board of Directors actions on February 24, 2011, July 22, 2021, and June 22, 2023, July 25, 2024, and March 27, 2025 granted the Measure R Funds for the Project. The Funds are currently programmed in five (5) Fiscal Years: \$847,000 in FY 2011-12; \$1,060,000 in FY 2021-22; \$550,000 in FY 2023-24; \$1,000,000 in FY 2024-25, and \$1,500,000 in FY 2025-26.”

2. Part I, Paragraph 11 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Metro HQ  
Los Angeles, CA 90012  
Attention: Minji Kwon, 99-18-2  
(213) 922 - 4164  
[KwonM@metro.net](mailto:KwonM@metro.net)”

3. Part II, Paragraph 3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“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](mailto: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# MR312.20 and FA# MOU.MR312.20  
[Minji Kwon; Mail Stop 99-18-2]”

4. Part II, Paragraph 6.1 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“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 Reports 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”

5. Part II, Section 9.1 (iv) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “(iv) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY2011-12 have been expended and are no longer available. All Funds programmed for FY 2021-22 are subject to lapse June 30, 2026. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028.”

6. Part II, Paragraph 12 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“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.”

7. Attachment A-2 of the Existing FA is hereby replaced by Attachment A-3, attached.

8. Attachment B-1-7 of the Existing FA is hereby replaced by Attachment B-1-8, attached.

9. Attachment C-6 of the Existing FA is hereby replaced by Attachment C-7, attached.

10. The parties have agreed that the Monthly Progress Report is no longer required and therefore, Attachment D-1 and all references thereto are hereby deleted.

11. Attachment E-1 – TIP Sheet of the Existing FA is hereby replaced by Attachment E-2, attached.

12. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 8 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie Wiggins  
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:  \_\_\_\_\_ Date: 6/17/25  
Deputy

GRANTEE:

CITY OF REDONDO BEACH

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Light  
City Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joy A. Ford  
City Attorney

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eleanor Manzano  
City Clerk

**ATTACHMENT A-3 - PROJECT FUNDING**

Measure R Program - Funding Agreement Projects - FA# MOU.MR312.20 A-8

Project Title: Aviation Boulevard at Artesia Boulevard Intersection Improvements      Project#: MR312.20

**PROGRAMMED BUDGET - SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Years	FY2021-22	FY 2023-24	FY2024-25	FY2025-26	FY2026-27	Total Budget	% of Budget
<b>LACMTA PROGRAMMED FUNDING</b>								
<b>MEASURE R FUNDS</b>	\$ 847,000	\$ 1,060,000	\$ 550,000	\$ 1,000,000	\$ 1,500,000		\$ 4,957,000	
<b>LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL</b>	\$ 847,000	\$ 1,060,000	\$ 550,000	\$ 1,000,000	\$ 1,500,000	\$ -	\$ 4,957,000	<b>100%</b>
<b>OTHER SOURCES OF FUNDING:</b>								
<b>LOCAL:</b>							\$ -	0%
<b>STATE:</b>							\$ -	0%
<b>FEDERAL:</b>							\$ -	0%
<b>PRIVATE OR OTHER:</b>							\$ -	0%
<b>OTHER FUNDING SUBTOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>0%</b>
<b>TOTAL PROJECT FUNDS</b>	\$ 847,000	\$ 1,060,000	\$ 550,000	\$ 1,000,000	\$ 1,500,000	\$ -	\$ 4,957,000	<b>100%</b>

**ATTACHMENT B1-8 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# MOU.MR312.20 A-8

Project Title: Aviation Boulevard at Artesia Boulevard Intersection Improvements      Project#: MR312.20

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Expenditures	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	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	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>										
<b>MEASURE R FUNDS:</b>										
PAED										\$0
PS&E	\$617,887	\$39,113	\$40,000	\$30,000	\$30,000	\$20,000	\$20,000			\$797,000
RW Support	\$499,334	\$50,666	\$150,000	\$75,000	\$55,000	\$40,000	\$40,000			\$910,000
Const. Support					\$60,000	\$70,000	\$45,000			\$175,000
RW	\$429,000		\$1,521,000							\$1,950,000
Construction					\$350,000	\$500,000	\$275,000			\$1,125,000
<b>Total MEASURE R</b>	<b>\$1,546,221</b>	<b>\$89,779</b>	<b>\$1,711,000</b>	<b>\$105,000</b>	<b>\$495,000</b>	<b>\$630,000</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,957,000</b>
<b>PROP C 25%</b>										
PAED										\$0
PS&E										\$0
RW Support										\$0
Const. Support										\$0
RW										\$0
Construction										\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$1,546,221</b>	<b>\$89,779</b>	<b>\$1,711,000</b>	<b>\$105,000</b>	<b>\$495,000</b>	<b>\$630,000</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,957,000</b>
<b>OTHER NON LACMTA FUNDING:</b>										
<b>LOCAL:</b>										
PAED										\$0
PS&E										\$0
RW Support										\$0
Const. Support										\$0
RW										\$0
Construction										\$0
<b>Total LOCAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATE:</b>										
PAED										\$0
PS&E										\$0
RW Support										\$0
Const. Support										\$0
RW										\$0
Construction										\$0
<b>Total STATE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>FEDERAL:</b>										
PAED										\$0
PS&E										\$0
RW Support										\$0
Const. Support										\$0
RW										\$0
Construction										\$0
<b>Total FEDERAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PRIVATE:</b>										
PAED										\$0
PS&E										\$0
RW Support										\$0
Const. Support										\$0
RW										\$0
Construction										\$0
<b>Total PRIVATE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT FUNDING FY24-25 and FY25-26</b>	<b>\$1,546,221</b>	<b>\$89,779</b>	<b>\$1,711,000</b>	<b>\$105,000</b>	<b>\$495,000</b>	<b>\$630,000</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,957,000</b>
<b>SUMMARY OF ALL FUNDS</b>										
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$617,887	\$39,113	\$40,000	\$30,000	\$30,000	\$20,000	\$20,000	\$0	\$0	\$797,000
RW Support	\$499,334	\$50,666	\$150,000	\$75,000	\$55,000	\$40,000	\$40,000	\$0	\$0	\$910,000
Const. Support	\$0	\$0	\$0	\$0	\$60,000	\$70,000	\$45,000	\$0	\$0	\$175,000
RW	\$429,000	\$0	\$1,521,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950,000
Construction	\$0	\$0	\$0	\$0	\$350,000	\$500,000	\$275,000	\$0	\$0	\$1,125,000
<b>TOTAL MILESTONES</b>	<b>\$1,546,221</b>	<b>\$89,779</b>	<b>\$1,711,000</b>	<b>\$105,000</b>	<b>\$495,000</b>	<b>\$630,000</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,957,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$1,546,221</b>	<b>\$89,779</b>	<b>\$1,711,000</b>	<b>\$105,000</b>	<b>\$495,000</b>	<b>\$630,000</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,957,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$1,546,221</b>	<b>\$89,779</b>	<b>\$1,711,000</b>	<b>\$105,000</b>	<b>\$495,000</b>	<b>\$630,000</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,957,000</b>

## **ATTACHMENT C-7 SCOPE OF WORK**

**PROJECT TITLE:** Aviation Boulevard at Artesia Boulevard Intersection Improvements Project

**PROJECT LOCATION:**

The project is located in the City of Redondo Beach of the Los Angeles County, within the South Bay area.

**PROJECT LIMITS:**

This project limits are Aviation Boulevard on the south side of Artesia Boulevard for a length of approximately 250 feet south of the intersection.

**NEXUS TO HIGHWAY OPERATION DEFINITION / PROJECT PURPOSE:**

The intersection of Aviation Boulevard and Artesia Boulevard is a major entryway to the City of Redondo Beach. Artesia Boulevard is a primary travel corridor to Interstate I-405 (I-405) and State Route 91 (SR-91) freeways. This intersection improvement project will improve regional traffic flow and reduce congestion on two key arterials, an eligible Highway Operational Improvement.

**PROJECT BACKGROUND:**

Aviation Boulevard is a regionally significant arterial that supports the movement of commuters and goods in the South Bay region of LA County. This particular intersection is a major north-south corridor from the residential areas in the southern part of the South Bay and to the employment center to the north. Aviation Boulevard carries approximately 32,000 – 37,100 vehicles per day and Artesia Boulevard carries roughly 33,000 vehicles per day. Motorists, including commuters and goods transporters, traverse Aviation Boulevard to access many regionally significant destinations including LAX, El Segundo Employment Center, Galleria at South Bay, Del Amo Fashion Center and a host of Piers and beaches. Additionally, Aviation Boulevard is a critical link to several freeways in the region including I-405, I-105 and SR-91.

**PROJECT BUDGET:**

<b>COMPONENT</b>	<b>AMOUNT</b>
PS and E	797,000
RW Support	910,000
Construction Support	175,000
R/W	1,950,000
Construction Capital	<u>1,125,000</u>
Total Budget	\$4,957,000

## **PROJECT SCOPE:**

The project will install an additional right turn lane (approximately 250 feet in length) on northbound Aviation Boulevard to eastbound Artesia Boulevard. Additionally, the proposed improvements include removing and constructing a new sidewalk in the acquired right-of way along with curbs, gutters and driveways; relocating the traffic signal pole on the southeast corner of the intersection; traffic striping modifications, installing new signal loop detectors, and new street pavement. The proposed improvements will require the purchase of additional right of way from the owner of the service station located at the southeast corner.

This proposed project will decrease travel time, relieve intersection backup and improve congested traffic conditions. Currently this intersection is heavily congested during the morning and afternoon rush hours, due to through and right turning vehicles sharing a single lane. The project will improve the current Level of Service, LOS F, at the intersection, to a LOS E.

## **DESIGN:**

### **I. Preliminary Design**

Tasks to be performed include the following, as applicable:

- A.** Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B.** Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of the Aviation Boulevard.
- C.** Incorporate agreed layout plans into the final design.
- D.** Provide a complete survey of the project area, establishing horizontal and vertical control for the project including the adjacent property. Mapping shall include topographic features within 50 feet of project area.
- E.** Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- F.** Conduct geotechnical investigations or substantiate with records of prior investigation and mitigation, as required.
- G.** Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of road, which shall incorporate roadway widening, development build outs and relocation/preservation of existing improvements and scenic character of the area.
- H.** Identify street pavement structural sections for project area.
- I.** Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural

BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.

- J. Prepare and submit a Report/Drawings identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for the Report. The Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions required for the project shall be clearly identified.
- K. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## **II. Environmental Analysis**

Tasks to be performed include the following, as applicable:

- A. Perform Environmental Site Assessments as required by the City.
- B. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- C. Conduct the required technical analysis for the project.
- D. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- E. Prepare the Draft IS and Draft MND for public circulation.
- F. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- G. Prepare an MMRP.
- H. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.
- I. Delineation of the Waters of the US will be conducted within the ESL if applicable.
- J. Prepare a final Tree report and map.

## **III. Final Design – Plans, Specifications and Estimates**

Tasks to be performed include, but are not limited to, the following:

- A. Design the ultimate build out of a right turn lane on northbound Aviation Boulevard at Artesia Boulevard, and ultimate repair strategy for the intersection.
- B. Prepare civil roadway plans for the required improvements, consistent with City Standards. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control,

- Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane (if any), and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 50% and 90% complete and final (five (5) sets per submittal). When the project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
  - D. Assist the City for the City Council presentation by preparing exhibits and attending meetings to discuss concerns of the property owner of the service station, particularly with issues of right-of-way acquisition and easements.
  - E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA), current edition with updates.
  - F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
  - G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
  - H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

#### **IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

Tasks to be performed include the following, as applicable:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

#### **RIGHT-OF-WAY:**

Consultant to Perform the Task of Support Services and Perform the Appraisal and Acquisition of the Right-of-Way from the adjacent property. Consultant to perform the following tasks:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right-of-way acquisition, slope easements, temporary construction easements and/or right-of-entry.

- B.** Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- C.** Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.
- D.** Order title reports/litigation guarantees.
- E.** Present conceptual plans to property owners adjacent to project.
- F.** Shall choose an Appraiser to prepare and provide appraisal of properties requiring right-of-way acquisition.
- G.** Authorize appraisals and improvements pertaining to properties.
- H.** Notify and meet with property owners of appraisals and detailed improvements to their properties.
- I.** Set just compensation.
- J.** Present written offer letters and appraisal summaries to property owners.
- K.** Conduct negotiations to settlement.

#### **CONSTRUCTION:**

Lead Agency, here the City, expects to provide construction oversight, procure a consultant or use City's own staff for construction management, award a contract for construction and to perform the following tasks:

- A.** Conduct a "Ground Breaking" ceremony for the project. At the minimum, inform the community of the impending project with signs and pamphlets.
- B.** Contract with a separate engineering firm to provide Construction Management for the Project. This can be accomplished through an RFP. Grantee may provide Construction Management by their own staff, if available.
- C.** Contract with a licensed Contractor for construction.
- D.** Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and Lead Agency shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

**MILESTONES:** The implementation schedule for this project will be as follows

	START DATE	COMPLETION DATE
<b>Solicitation (Bid/Proposal) Design</b>		
Develop Solicitation Package	February 1, 2012	March 31, 2012
Solicitation Response	May 1, 2012	June 30, 2012
Board Approval Process	March 1, 2015	May 19, 2015
Contract Award	March 1, 2015	May 19, 2015
Fully Executed Contract	May 20, 2015	July 15, 2015
<b>PLANNING</b>	NA	
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
<b>Intelligent Transportation System (ITS)</b>		
Feasibility Study		
Concept Exploration		
<b>PRELIMINARY DESIGN</b>		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
<b>Intelligent Transportation System (ITS)</b>		
Concept of Operations		
System Requirements		
High Level Design		
<b>PA&amp;ED</b>		
Prepare Environmental Document Document Type: _____		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
<b>Intelligent Transportation System (ITS)</b>		
Categorical Exemption Filing		
<b>PS&amp;E</b>	July 16, 2015	September 30, 2021
<b>35% PS&amp;E</b>	July 16, 2015	August 31, 2016
Preliminary Investigations	August 1, 2015	October 30, 2015
Preliminary Foundation	August 1, 2015	October 30, 2015
Geometric Drawings	August 1, 2015	October 30, 2015
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		

Right-of-Way		
Estimating		
Civic Design	November 1, 2015	August 31, 2016
Structural Design	November 1, 2015	August 31, 2016
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
<b>65% PS&amp;E</b>	September 1, 2016	October 31, 2016
Civil Design Plans	September 1, 2016	October 31, 2016
Right-of-Way Engineering	September 1, 2016	October 31, 2016
Structural Design		
Prepare Project Cost Estimate	September 1, 2016	October 31, 2016
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
<b>95% PS&amp;E</b>	October 1, 2020	September 30, 2022
Civil Design Plans	October 1, 2020	September 30, 2022
Structural Design	October 1, 2020	September 30, 2022
<b>Intelligent Transportation System (ITS)</b>		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
<b>Submittals &amp; Reviews</b>		
Submit Final PS&E	December 1, 2022	October 31, 2024
Outside Agency Review	December 1, 2022	October 31, 2024
<b>RIGH OF WAY SUPPORT</b>		

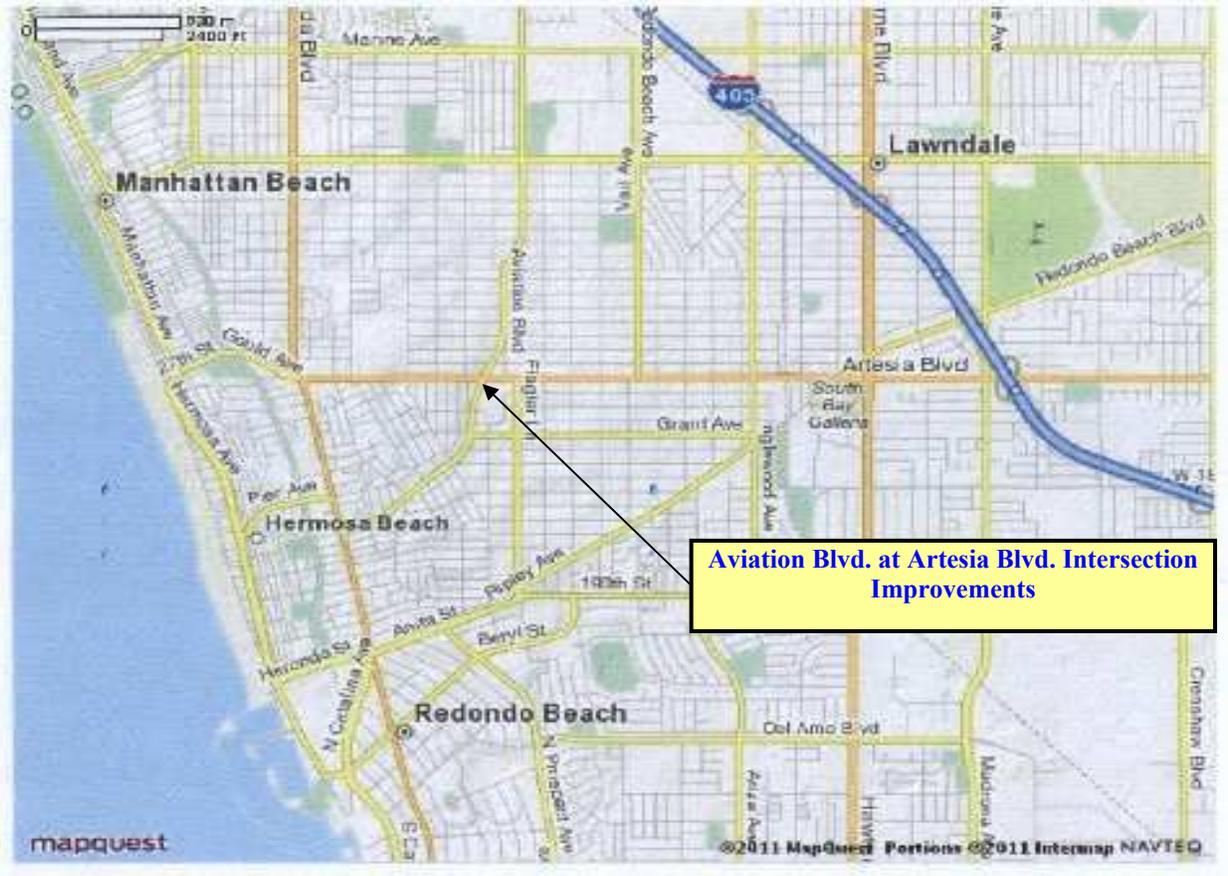
Certification/Mapping		
Appraisal		
<b>RIGHT OF WAY ACQUISITION</b>		
Certification/Mapping		
Title Report		
Meet with Property Owners	November 1, 2015	March 31, 2017
Appraisal	December 1, 2015	January 31, 2021
Environmental Investigation	January 1, 2019	April 30, 2021
Closing/Acquire Property/Relocation	December 1, 2017	December 31, 2024
Physical Possession	December 1, 2024	January 31, 2025
Remediation		
<b>Utility Relocation</b>		
Third Party Coordination		
Design Utilities		
Relocate Utilities		

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows.

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>SOLICITATION (BID/PROP.)</b>	May 1, 2025	July 31, 2025
<b>CONSTRUCTION</b>		
Develop Solicitation Package	May 1, 2025	May 15, 2025
Solicitation Response	June 15, 2025	June 15, 2025
Evaluations		
Selection		
Board Approval	July 15, 2025	July 15, 2025
Contract Award	July 31, 2025	July 31, 2025
Fully Executed Contract	August 15, 2025	August 15, 2025
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
<b>Concrete</b>		
Form Work	September 1, 2025	September 30, 2025
Rebar Placement	September 1, 2025	September 30, 2025
Pole Placement	September 1, 2025	September 30, 2025
<b>Traffic Control</b>		
TMP		
<b>Structural</b>		
False Work		
Iron Placement		
Pole Placement		
<b>Utilities</b>		
DWP		
SCE	October 1, 2025	October 10, 2025
LADOT	October 1, 2025	October 10, 2025
<b>Materials</b>		

Long-Lead Equipment		
Staging	October 11, 2025	November 15, 2025
Material Lay Down Area	October 11, 2025	November 15, 2025
Signage	October 11, 2025	November 15, 2025
<b>Electrical</b>		
Power U/G Communication	November 16, 2025	December 31, 2025
A/G Testing/Acceptance	November 16, 2025	December 31, 2025
<b>Landscape</b>		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>Change Orders</b>	January 15, 2026	February 28, 2026
P.O. Processing Time	January 15, 2026	February 28, 2026
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

### ATTACHMENT C-6 -Location Map(s)



**Los Angeles Metropolitan Transportation Authority  
2025 Federal Transportation Improvement Program (\$000)**

TIP ID **LA0G721** Implementing Agency **Redondo Beach, City of**

Project Description: N58 - Aviation Blvd. Intersection Improvements at Artesia Blvd. Plans, specifications, estimates, obtaining right of way, and construction of a right turn only lane on northbound Aviation Blvd at Artesia Blvd. Project No. MR312.20. FA No. MOU.MR312.20.

SCAG RTP Project #: 1AL04  
Study:N/A Is Model: NO Model #:  
PM: Didar Khandker - (310) 318-0661  
Email: didar.khandker@redondo.org  
LS: N LS GROUP#:  
Conformity Category: EXEMPT - 93.127

System :Local Hwy Route : Postmile: Distance: Phase: Construction/Project Implementation begins Completion Date 12/31/2026

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 06/28/2011

Toll Rate: 0.00 Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: South Bay Cities COG

Program Code: NCRH1 - INTERSECTION IMPROVEMENTS/CHANNELIZATION Stop Loc: CTIPS ID: EA #: PPNO:

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
MR20H - Measure R 20% Highway	PE	\$125	\$672	\$0						\$797
	RW	\$260	\$1,938	\$662						\$2,860
	CON	\$462	\$0	\$838						\$1,300
	SUBTOTAL	\$847	\$2,610	\$1,500						\$4,957
	<b>TOTAL</b>	<b>\$847</b>	<b>\$2,610</b>	<b>\$1,500</b>						<b>\$4,957</b>
	<b>TOTAL PE: \$797</b>		<b>TOTAL RW: \$2,860</b>		<b>TOTAL CON: \$1,300</b>		<b>TOTAL PROGRAMMED: \$4,957</b>			

- **General Comment:** Metro Board approved additional \$1m for FY2024-25 and \$1.5m for FY2025-26. Programming distribution among PE, ROW and CON is revised to conform proposed FA Amendment 8. Board Reports uploaded.
- **Modeling Comment:**
- **TCM Comment:**
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

**Last Revised Amendment 25-12 - Submitted** **Change reason: COST INCREASE** **Total Project Cost \$4,957**

## Aviation at Artesia RTO Total Project Budget and Expenditure Plan

**Date of Estimate Prepared:**

**7/17/2025**

**Budget:**

Metro Measure R Funds:		Approved Funds	
		Total	
8/15/2011	Original Funding Agreement	847,000	Original FA
7/22/2021	Metro Board approved	1,060,000	FA Amendment #6
6/14/2023	Metro Board approved	550,000	FA Amendment #7
7/17/2024	Metro Board approved	1,000,000	Current FA Amendment #8
Feb-25	Metro Board approved	1,500,000	Current FA Amendment #8
Jun-25	Metro Board approved	400,000	Pending FA Amendment #9
		<b>5,357,000</b>	

**Expenditure:**

As of 7/17/25	Total Expenditure, billed to date to Metro	3,110,000	Includes RW Payment in full
	Michael Baker remaining balance	31,400	
	Construction Estimate with 10% contin.	1,268,000	Prepared by Michael Baker
	Construction Management & Inspection	273,000	Being negotiated
	PM Cost till project completion	48,600	
	Total Projected Expenditure	<b>4,731,000</b>	
As of 7/17/25	Projected Budget Surplus/(Shortfall):	<b>626,000</b>	



# Administrative Report

H.10., File # 25-0996

Meeting Date: 8/5/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

## TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-053, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDING A CONTRACT TO DASH CONSTRUCTION COMPANY, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$611,977 FOR THE CONSTRUCTION OF THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS (NORTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40780

APPROVE THE AGREEMENT WITH SOUTHSTAR ENGINEERING & CONSULTING, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS (NORTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40780, FOR AN AMOUNT NOT TO EXCEED \$272,626 FOR THE TERM AUGUST 6, 2025 - AUGUST 5, 2026.

## EXECUTIVE SUMMARY

The Aviation Boulevard at Artesia Boulevard Intersection Improvements (Northbound Right Turn Lane) Project, Job No. 40780 (Project), funded by Metro Measure R Highway Program Funds and recommended by South Bay Cities Council of Governments (SBCCOG), is designed to improve the operation of the intersection at Aviation Boulevard and Artesia Boulevard by widening the south leg of the intersection to add a northbound right turn lane.

On February 4, 2025, the City Council approved the project plans and specifications and authorized the City Clerk to advertise the project for competitive bids. On June 26, 2025, seven bids were received and publicly opened in the City Clerk's Office. After reviewing the bids, DASH Construction Company, Inc. (DASH) with a bid amount of \$611,976.50 was found to be the lowest responsible bidder. Construction is expected to begin in September 2025 and take 120 working days to complete.

Also recommended is approval of an agreement with Southstar Engineering & Consulting, Inc.'s (Southstar) to perform construction management, daily inspection, and construction reporting services for the Project. These services will help ensure all requirements of the Project plans and specifications are met and that the Project is completed in a timely, safe and professional manner. In June 2025, the City solicited proposals to identify an engineering firm to perform these services for the Project. Southstar responded and provided the proposal that offered the best combination of price, experience, and expertise. Funding for Southstar's services is included in the Measure R

Project budget.

**BACKGROUND**

Aviation Boulevard is a regionally significant arterial that supports the movement of commuters and goods in the South Bay region of Los Angeles County. The Project intersection is a major north-south corridor from the residential areas in the southern part of the South Bay and to the employment centers to the north.

The Project will install an additional right turn lane on northbound Aviation Boulevard to Eastbound Artesia Boulevard. Additionally, the proposed improvements include removing and constructing a new sidewalk in the acquired right-of-way, along with curbs, gutters, and driveways, relocating the traffic signal pole on the southeast corner of the intersection, signing and striping improvements, and pavement resurfacing. This Project supports the City’s Strategic Plan goal to “Invest in the City’s Infrastructure.”

The Project is designed to relieve intersection backup and improve congested traffic conditions, especially in the northbound direction. This intersection is heavily congested during rush hours due to the high volume of north bound through and right turning vehicles that currently share a single lane. There is also a significant occurrence of vehicles that use the gas station property (at the southeast corner) to cut around the intersection to reach eastbound Artesia Blvd. likely prompted by the existing congestion.

On February 4, 2025, City Council approved plans and specifications for the Project and authorized competitive bidding.

On June 26, 2025, seven bids were received and publicly opened. After reviewing the bids, DASH’s bid of \$611,976.50 was found to be the responsible bidder with the lowest responsive bid.

If awarded as recommended, Project construction is expected to begin in September 2025 and be completed within 120 working days. The Project also requires construction management and inspection support services that are beyond the capacity of the Public Works’ Engineering Services Division at this time.

In order to provide construction management, daily inspection, and construction reporting services for upcoming construction projects, staff solicited proposals from qualified engineering firms in June 2025 for the Project. The consultant selection process included evaluating proposals received and completing reference checks. Southstar was found to have the best combination of experience, price, and applicable references for the scope of work desired by the City.

This contract with Southstar will help ensure that the Project is completed according to the City’s specifications, on time, and in a safe and professional manner. The total not-to-exceed amount of the construction management and inspection contract with Southstar is \$272,626 for the term August 6, 2025 through August 5, 2026, with the option to extend the Agreement for one additional year with prior written authorization from the City. The cost for all elements of the Project are fully covered by Measure R Grant funding.

**COORDINATION**

The City Attorney’s Office approved the Resolution and Agreement as to form.

**FISCAL IMPACT**

One hundred percent of the funding for this project is provided through the Measure R Regional Highway Program, which is administered by the Los Angeles Metropolitan Transit Authority. Measure R funds will be distributed to the City from Metro on a reimbursement basis according to the table below.

<b>Funding</b>	<b>Expenditures</b>	Measure R Grant #40780	\$ 1,134,603	DASH \$
611,976.50	Contingency estimate per APP 14.1	\$ 125,000.00		Southstar
	Construction Management and Inspection	\$ 272,626.00		City Project
	Management	\$ 125,000.50		
	<b>Total</b>	<b>\$ 1,134,603</b>	<b>Total \$ 1,134,603</b>	

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - Awarding a Contract to DASH Construction Company, Inc.
- Bid Transmittal - Aviation Boulevard at Artesia Boulevard Intersection Improvements (Northbound Right Turn Lane) Project, Job No. 40780, June 26, 2025
- Agmt - Southstar Engineering & Consulting, Inc.
- Insurance - Southstar Engineering & Consulting, Inc.

**RESOLUTION NO. CC-2508-053**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDING A PUBLIC WORKS CONTRACT TO DASH CONSTRUCTION COMPANY, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$611,976.50 FOR THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS (NORTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40780**

WHEREAS, various residential streets within the City of Redondo Beach ("City") are in need of repair and improvement; and

WHEREAS, the City Council of the City of Redondo Beach has approved the Plans and Specifications for the Aviation Boulevard At Artesia Boulevard Intersection Improvements (Northbound Right Turn Lane) Project, Job No. 40780 (the "Project") and has authorized the City Clerk to advertise for competitive bids on February 4, 2025; and

WHEREAS, on June 26, 2025, bids for this Project were received and publicly opened at the City Clerk's Office; and

WHEREAS, DASH Construction Company, Inc., a California corporation, is the lowest responsible bidder for this Project, as more particularly described in the Plans and Specifications thereof, and incorporated herein by reference, and is awarded the contract for this Project in the amount of \$611,976.50; and

WHEREAS, DASH Construction Company, Inc. shall provide all applicable insurances and bonds to the City for approval prior to the execution of the contract; and

WHEREAS, sufficient Capital Project Funds have been appropriated for this Project in the adopted FY 2025-2030 Capital Improvements Program Budget.

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

SECTION 1. The City Council of the City of Redondo Beach, California, awards the contract for the Aviation Boulevard At Artesia Boulevard Intersection Improvements (Northbound Right Turn Lane) Project, Job No. 40780 to DASH Construction Company, Inc., in the amount of \$611,976.50 on the condition that all applicable insurances and bonds shall be provided to the City for approval prior to the Mayor executing the contract on behalf of the City.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 5th day of August, 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-2508-053 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:

---

Eleanor Manzano, CMC  
City Clerk

**CITY OF REDONDO BEACH**

**PRELIMINARY BID RESULTS**

**NAME OF PROJECT: AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS (NORTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40780**

**DATE: 06/26/2025**

**TIME: 9:00 A.M.**

**TO: DIDAR KHANDKER, CIVIL ENGINEER**

**FROM: CITY CLERK'S OFFICE**

**Disclaimer:**

**These results are posted for information only. Bid results are subject to analysis for completeness and accuracy.**

**The summary below does not represent a notice of award but only of the bids presented to the city.**

<b>No.</b>	<b>Name of Company</b>	<b>Bid Bond</b>	<b>Total Base Bid (\$)</b>
1.	Van Engineering Inc.	√	\$1,290,322.00
2.	Calpromax Engineering, Inc.	√	\$996,266.50
3.	Sequel Contractors, Inc.	√	\$739,719.00
4.	DASH Construction Company, Inc.	√	\$611,976.50
5.	Toro Enterprises Inc.	√	\$998,867.00
6.	Palp Inc dba Excel Paving	√	\$1,062,760.00
7.	Hercon Construction Services	√	

**Results or Questions:** Didar Khandker, at (310) 697-3213, or by email [didar.khandker@redondo.org](mailto:didar.khandker@redondo.org).

**The City reserves the right to reject any or all proposals and to waive technical defects, as the interest of the City may require. Award of contract or rejection of bid proposals will be made by the City within 90 calendar days following the bid opening.**

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND SOUTHSTAR ENGINEERING & CONSULTING, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Southstar Engineering & Consulting, Inc., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.

Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day

during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the

City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5<sup>th</sup> day of August, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

SOUTHSTAR ENGINEERING &  
CONSULTING, INC., a California corporation

\_\_\_\_\_  
James A. Light, Mayor

Signed by:  
  
By: \_\_\_\_\_  
Name: Yvette Kirrin  
Title: President

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. CONSULTANT'S DUTIES

Consultant shall perform the following tasks for the Aviation Boulevard At Artesia Boulevard Intersection Improvements (Northbound Right Turn Lane) Project, Job No. 40780 (the "Project").

##### A. TASKS

Consultant shall assist City staff with the overall construction management and inspection for the Project and coordinate communications between the City and the City's designated Project contractor (the "Project Contractor") as set forth herein.

##### 1. Inspection and Construction Management

Consultant shall:

- a. Serve as the City's representative for inspection and day-to-day construction inspection of this Project.
- b. Monitor compliance with the construction contract, technical specifications, and National Pollutant Discharge Elimination System ("NPDES") requirements.
- c. Assist City staff with public relations, including distributing construction notices and responding to inquiries from residents and the general public.
- d. Attend preconstruction and weekly field meetings, as requested by the City.
- e. Assist in the coordination and review of the Project Contractor's submittals, including proposed construction schedules and other submittals required by the Project plans and specifications.
- f. Assist the City's designated Project Manager or designee ("City Project Manager") in monitoring and documenting that the Project Contractor adheres to the mutually approved construction schedule.
- g. Monitor the construction when it is in progress on the job site. Conduct full-time inspection work as requested by the City.
- h. Measure, verify, and document the Project pay item quantities, in-place. Confirm all pay item quantities with the Project Contractor prior to the submission of invoices for payment.
- i. Review and verify the Project Contractor's invoices before submitting to the City Project Manager for approval.

- j. Assist in the review and processing of requests for information (“RFIs”), change orders, and City Project Manager’s approved time and materials work.
- k. Prepare and submit daily inspection reports, including but not limited to, Daily Activity Reports and Weekly Statement of Working Days, for this Project.
- l. Monitor the proper implementation of traffic control plans developed, modified and approved by the Project Contractor. Collaborate with the City Engineer and designees to identify areas of improvement and work with the Project Contractor to address the approved modifications.
- m. Identify and report items requiring corrective action by either the Project Contractor, City Engineer, or designee. Monitor and document completion of corrective actions.
- n. Develop punch list items and closeout documents for the Project Contractor and monitor corrections made.
- o. Serve as a member of the Project team by providing inspection and construction management services, acting in a staff augmentation role and functioning as an extension of City Staff during construction.
- p. Assist the City Project Manager and Project Contractor with utility coordination and relocation, as requested by the City.
- q. Ensure that the Project is completed in a timely, safe, and professional manner.
- r. Monitor the Project Contractor’s progress against the mutually approved schedule and working days to ensure timely contract fulfillment.
- s. Maintain a redlined set of construction plans for the Project.
- t. Maintain Project files, including but not limited to, RFIs and responses, approved submittals, inspection reports, change orders, progress payments, construction schedules, and public correspondence.
- u. Provide ongoing written and verbal communications to the City Project Manager about progress of the Project and any ongoing concerns.
- v. Evaluate and advise City staff on all change order requests, claims, and disputes.
- w. Review RFIs, submittals, change orders, and progress payments prior to submitting them to the City Project Manager.
- x. Inspect material deliveries to verify and document compliance with plans and specifications.

- y. Maintain the Project records and weigh tickets, delivering them to the City Project Manager.
- z. Observe daily activities and material testing, as required by all applicable laws, rules, regulations, and reference standards outlined in the Project's plans and specifications.
- aa. Monitor and document the installation of traffic control devices to confirm compliance with the California Manual for Uniform Traffic Control Devices ("MUTCD") manual or the City Engineer approved traffic control plan, including any amendments thereto. Require and report corrective actions immediately, and confirm completion of those corrections.
- bb. Coordinate soil inspection, field tests, deputy and special inspection and testing, and/or Quality Assurance/Quality Control surveying with the Project Contractor.

## **EXHIBIT "B"**

### **TERM AND TIME OF COMPLETION**

**TERM.** The term of this Agreement shall commence on August 6, 2025 and expire on August 5, 2026 ("Term"), unless otherwise terminated as herein provided. This Agreement may be renewed for a subsequent one-year term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Engineer submits written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond August 5, 2027.

**EXHIBIT "C"**  
**COMPENSATION**

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

A. **AMOUNT.** Consultant shall be compensated on a time and materials basis for services actually rendered and expenses incurred, in accordance with the following schedule.

Staff Classification	Hourly Rate (Fully Burdened)
Resident Engineer	\$230
Construction Manager	\$219
Public Works Inspector	\$189

No overtime or premium rates shall apply unless specifically preapproved in writing by the City.

B. **EXPENSES.** Consultant may be reimbursed for the following expenses; provided the City gives prior written approval before any such expense is incurred.

Expenses	Amount
Travel: For distances exceeding 50 miles one way, reimbursement will be based on the IRS mileage rate.	IRS mileage rate
Material and reproduction for out of the ordinary items, such as oversized and/or color printing	At actual cost plus 15%
Subcontractor	At the subcontractor cost plus 15%

City pre-approval of subcontractor is subject to Section 19 of the Agreement.

C. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation, including reimbursable expenses, exceed the amount of \$272,626 during the term of this Agreement.

D. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall include the following:

1. Date of service.
2. Description of tasks performed and services provided.
3. Staff classification, applicable hourly rates, total hours worked for each staff classification, and subtotal.
4. Subtotals for labor and expenses

5. If applicable, subcontractor costs.
6. Itemized list of approved reimbursable expenses with receipts.
7. Copies of prior City authorizations for expenses and subcontractor use, as applicable.

Invoices must be based on the services and tasks performed in the prior month, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

E. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of its receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and the invoice is undisputed. The City may withhold payment for:

1. Unsatisfactory or incomplete work
2. Noncompliance with invoicing or documentation requirements
3. Disputes over amounts or scope of work.

F. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Southstar Engineering & Consulting, Inc.  
1945 Chicago Avenue, Suite C-2  
Riverside, California 92507  
Attention: Yvette Kirrin, President/ Principal-in-Charge

City: City of Redondo Beach  
415 Diamond Street, Engineering Division  
Redondo Beach, CA 90277  
Attention: Lauren Sablan, City Engineer

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

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

#### Deductibles and Self-Insured Retentions

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Consultant acknowledges that the project as defined in this Agreement between Consultant and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform all work on the project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Consultant shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

5. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

6. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/30/2025

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Southstar Engineering and Consulting Inc 1945 Chicago Ave Ste C2 Riverside CA 92507-2369 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> HDI Specialty Insurance Company		16131
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570114681469      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Architects & Engineers Professional			PID6558401S Claims Made SIR applies per policy terms & conditions	06/30/2025	06/30/2026	Per Claim Limit \$10,000,000 Aggregate Limit \$10,000,000

Certificate No : 570114681469

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

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach 415 Diamond Street, Engineering Division Redondo Beach CA 90277 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
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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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321	CONTACT NAME: <b>Michelle Wolfe</b>
	PHONE (A/C, No, Ext): <b>800 499-0933</b> FAX (A/C, No): <b>866 577-1326</b> E-MAIL ADDRESS: <b>michelle.wolfe@propelinsurance.com</b>
<b>INSURED</b> Southstar Engineering and Consulting Inc DCCM, LLC 1945 Chicago Ave, Unit C2 Riverside, CA 92507	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : American Guarantee and Liability Ins.Co <b>26247</b>
	INSURER B : Zurich American Insurance Company <b>16535</b>
	INSURER C :
	INSURER D :
	INSURER E :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>GLO872027302</b>	<b>06/30/2025</b>	<b>06/30/2026</b>	EACH OCCURRENCE      \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ <b>100,000</b> MED EXP (Any one person)      \$ <b>10,000</b> PERSONAL & ADV INJURY      \$ <b>1,000,000</b> GENERAL AGGREGATE      \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG      \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>BAP872027402</b>	<b>06/30/2025</b>	<b>06/30/2026</b>	COMBINED SINGLE LIMIT (Ea accident)      \$ <b>1,000,000</b> BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
<b>A</b>	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB      CLAIMS-MADE DED      RETENTION \$			<b>SXS808437602</b>	<b>06/30/2025</b>	<b>06/30/2026</b>	EACH OCCURRENCE      \$ <b>10,000,000</b> AGGREGATE      \$ <b>10,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y / N (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>WC872027202</b>	<b>06/30/2025</b>	<b>06/30/2026</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE      \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT      \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Additional Insured Status applies per attached form(s).**

<b>CERTIFICATE HOLDER</b> City of Redondo Beach 415 Diamond Street, Engineering Division Redondo Beach, CA 90277	<b>CANCELLATION</b> 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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# Coverage Extension Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. BAP 8720274 - 02

Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

#### **D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

#### **E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

#### **F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

#### **G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

#### **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

##### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

##### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### **N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Blanket Notification To Others Of Cancellation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 8720273 - 02

Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
    - a. After the beginning of the policy period shown in the Declarations; or
    - b. After this endorsement has been added to policy;
  2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
  3. Must be in an electronic format that is acceptable to us; and
  4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.
- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
  2. Negate the cancellation; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO872027302	06/30/2025	06/30/2026	06/30/2025			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



# Additional Insured – Owners, Lessees Or Contractors – Completed Operations

<b>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</b>	
Policy No. GLO 8720273 - 02	Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

**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.



# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

<b>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</b>	
Policy No. GLO 8720273 - 02	Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
  - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06/30/2025 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC 8720272 - 02 Endorsement No.

of the Zurich American Insurance Company (NAME OF INSURANCE COMPANY)

issued to DCCM LLC

Premium (if any) \$ \_\_\_\_\_ Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Blanket Waiver of Subrogation**

**Job Description**

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. ( ) Specific Waiver
Name of person or organization
( X ) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
06.30.2025 Insured

Policy No. WC872027202

Endorsement No.
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement

Effective Policy No. WC872027202

Endorsement No.

Insured DCCM LLC

Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

Zurich American Insurance Company

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# Administrative Report

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H.11., File # 25-1097

Meeting Date: 8/5/2025

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**To:** MAYOR AND CITY COUNCIL  
**From:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-060 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING THE CITY ENGINEER TO EXECUTE TEMPORARY CONSTRUCTION AND ACCESS AGREEMENTS ON PRIVATE PROPERTY PURSUANT TO CONSTRUCTION OF PUBLIC WORKS PROJECTS

## **EXECUTIVE SUMMARY**

Adoption of the proposed resolution would authorize the City Engineer to execute temporary access agreements with private property owners on behalf of the City, when such access is required to complete public works projects adjacent to that private property. These agreements are only intended for use during construction, do not to run in perpetuity, do not require a certificate of acceptance, and do not allow any exchange of money. The form of the agreement is attached as a template and has been approved by the City Attorney's office.

The intent of the authorization is to support timely project delivery without the need to bring a specific agreement to the City Council for approval. The City Council previously provided this signature authorization on December 5, 2017, relying on a 1992 resolution (City Council Resolution 7510) allowing the City Engineer to accept property rights (land conveyances) on behalf of the City. However, the reliance upon the land conveyance doctrine in Resolution 7510 leaves an open question about the need to record these temporary agreements with the County Recorder. The recordation process can significantly delay projects, contrary to the intent of the City Council's 2017 authorizing action.

Recent changes to the City Charter allow the City Council to designate signatories for agreements on behalf of the City. Therefore, staff recommends adoption of the attached Resolution based on language in the revised City Charter rather than the 1992 Resolution. Adoption of the proposed Resolution would maintain the authority previously granted to the City Engineer by the City Council, and would eliminate the question about needing to record the document with the County, which adds to project timelines.

## **BACKGROUND**

The Public Works Department is tasked with implementing public works construction projects on behalf of the City both at City owned properties and in the public right-of-way. On occasion, during the implementation of these projects, it is necessary for City staff or their contracted agents (i.e. contractors) to access work through, or from, private property or, in some cases, do ancillary work on

private property. To formalize the private property owner's permission and to clarify the City's work and responsibilities to the property owner, City Council approved a template agreement on December 5, 2017 and authorized the City Engineer to execute these agreements on behalf of the City with the intent to expedite the process and support timely project delivery.

However, the 2017 action was founded on an earlier adopted resolution related to accepting land rights conveyed to the City for permanent easements and dedications. These documents, being permanent encumbrances on the parcel, are typically recorded with the County. The temporary access agreements are only intended for use during the period of construction, do not to run in perpetuity with the land, and do not require the formalities of a dedication, like a certificate of acceptance. Despite that, there is some question as to whether the temporary access agreements require recordation since they were based on a resolution dealing with acceptance of land conveyance rights.

Therefore, staff is proposing the City Council approve a new resolution that gives the City Engineer authority to sign the temporary access agreements without the reference to land conveyance doctrine, made possible by recent language changes in the City Charter. The attached template agreement, which staff also recommends for approval as to form, contains updated language to remove reference to the old resolution and further streamlines the intent of the signature authorization by the City Engineer to support timely project delivery.

#### **COORDINATION**

The Public Works Department staff prepared the proposed Resolution and updated agreement template with the City Attorney's Office.

#### **FISCAL IMPACT**

There is no fiscal impact associated with approval of the Resolution or updated language in the template agreement.

#### **APPROVED BY:**

*Mike Witzansky, City Manager*

#### **ATTACHMENTS**

- Attachment 1 - Proposed Resolution No. CC-2508-060 Authorizing the City Engineer to Sign Temporary Construction and Access Agreements
- Attachment 2 - Resolution No. 7510 Authorizing the City Engineer to Accept Temporary Access for Public Works Construction Purposes, September 22, 1992

**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.

---

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

---

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:

---

Eleanor Manzano, CMC  
City Clerk

**EXHIBIT A**

**TEMPORARY CONSTRUCTION AND ACCESS AGREEMENT**

The agreement is attached.

## TEMPORARY CONSTRUCTION AND ACCESS AGREEMENT

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

This Temporary Construction and Access Agreement ("Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ [PROPERTY OWNER LEGAL NAME] a \_\_\_\_\_ [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 \_\_\_\_\_ [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:

APPROVED AS TO FORM:

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

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

**EXHIBIT "A"**

**Construction Area**

RESOLUTION NO. 7510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDONDO BEACH AUTHORIZING THE CITY ENGINEER  
TO ACCEPT DEEDS FOR ROAD PURPOSES

- - - - -

THE CITY COUNCIL OF THE CITY OF REDONDO BEACH DO HEREBY  
FINDS AS FOLLOWS:

1. Government Code section 27281 prohibits the recordation of any interest in or easement upon real estate to the City without the consent of the City.

2. Section 27281 permits the City, by a general resolution, to authorize one or more officers or agents to accept and consent to such grants.

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

SECTION 1. The City Engineer is hereby authorized to accept and consent to the conveyance of any interest in or easement upon real estate conveyed to the City for street, highway, alley or other road purposes.

SECTION 2. The City Engineer is hereby authorized to sign a Certificate of Acceptance substantially in the form set forth in Government Code section 27281.

SECTION 3. The City Engineer shall not accept such conveyance or execute the Certificate of Acceptance unless and until the City Attorney has approved the form of such conveyance or easement, and has so endorsed on the document.

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

Passed, approved, and adopted this 22nd day of September, 1992.

  
\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk  
(SEAL)

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

ca>res\$>gordon\*>authorize.sign.deeds.

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

I, JOHN OLIVER, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing resolution, being **Resolution No. 7510**, was passed and adopted by the City Council at a special meeting of said Council held on the 22nd day of September, 1992; thereafter signed and approved by the Mayor and attested by the City Clerk of said City, and that said resolution was adopted by the following vote:

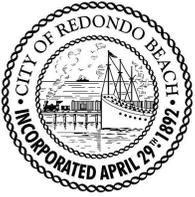
AYES: Councilmembers Doerr, Horrell,  
Colin, and Ward.

NOES: None.

ABSENT: Councilmember White.

(SEAL)

  
\_\_\_\_\_  
City Clerk of the City of  
Redondo Beach, California



# Administrative Report

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H.12., File # 25-1034

Meeting Date: 8/5/2025

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**To: MAYOR AND CITY COUNCIL**  
**From: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

## **TITLE**

APPROVE AN AMENDMENT TO THE ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH JENNIFER DUNBAR, AN INDIVIDUAL DBA DUNBAR ARCHITECTURE, FOR ARCHITECTURAL SERVICES TO INCREASE THE NOT TO EXCEED AMOUNT BY \$100,000 FOR A NEW TOTAL OF \$200,000 WITH NO CHANGE IN TERM

## **EXECUTIVE SUMMARY**

In an effort to accelerate CIP project delivery, the Public Works Department has negotiated on-call professional service agreements with engineering, architecture, and surveying firms to allow for quick assignment of smaller work tasks by establishing contract conditions in advance. On-call service contracts are, by definition, not fully defined as to the scope, amount, and encumbrance of a funding source. To overcome these uncertainties, these contracts include a mechanism for staff to receive quotes and assign work on a task-by-task basis, with a "not to exceed" limit for the amount of work awarded to a consulting firm over the life of the contract. Funding for each task comes from projects and programs that have already received appropriations from Council.

The City Council has approved a number of on-call contracts that have been utilized to accelerate project delivery timelines. Staff is recommending an amendment to the on-call Agreement with Dunbar Architecture, Inc. (Dunbar) that will allow the firm to continue providing architectural services for the City's Veteran's Park Historic Library Project and to create capacity in the agreement for other future projects.

## **BACKGROUND**

During the City's FY 2018-19 budget adoption process, on-call contracting for professional services was recommended as a tool to speed the delivery of projects included in the City's Capital Improvement Program (CIP). On-call service contracts are not fully defined as to the scope or funding source and allow staff to quickly assign smaller work tasks (e.g. geotechnical engineering, surveying, etc.) without having to develop and present an individual contract to the City Council for approval.

Funding sources for on-call contracts are not identified at the time of approval. Rather, as tasks are assigned to an on-call vendor, the funding is assigned via purchase order from the funding source associated with the particular project to which the work applies.

The Public Works Department Engineering Services Division and the City Attorney's Office worked

together to develop a contract template for on-call consulting services. The first solicitation was made in August of 2018. The template stipulates a two-year term with a not to exceed value of \$100,000 over the two-year period. Many of these contracts have been renewed for additional two-year terms, and new vendors have been awarded contracts as the City's need for on-call firms has grown and changed.

These agreements provide the City with a deep and broad bench of firms to supplement staff efforts to deliver CIP projects. Staff is recommending approval of an amendment to the contract with Dunbar that will allow the firm to continue providing architectural services related to the Veteran's Park Historic Library Project and to create capacity for future work assignments. Dunbar is a full-service architecture firm specializing in existing and historic buildings, ADA evaluation, and ADA compliance requirements. Given the growing need for these specialized architectural services, staff recommends the contract's not to exceed amount be increased by \$100,000. The original two-year term, and all other contractual terms would remain the same.

### **COORDINATION**

The City Attorney's Office prepared and approved the amendment as to form.

### **FISCAL IMPACT**

No additional funding is required to authorize the proposed contract amendment. Funding for the assigned work is provided through the City's adopted CIP and in this instance the Veteran's Park Historic Library Project account.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Agmt - First Amendment to On-Call Agreement with Jennifer Dunbar, and Individual dba Dunbar Architecture
- Agmt - Original On-Call Agreement with Jennifer Dunbar, and Individual dba Dunbar Architecture, September 17, 2024

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH AND JENNIFER DUNBAR, AN  
INDIVIDUAL DBA DUNBAR ARCHITECTURE**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Jennifer Dunbar, an individual dba Dunbar Architecture ("Consultant or Contractor").

WHEREAS, on September 17, 2024, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties hereto desire to increase Consultant's compensation.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", which is attached hereto and incorporated herein by reference. Exhibit "C-1" increases the total compensation limit by \$100,000, setting a new total compensation limit of \$200,000, and updates the notice provision. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

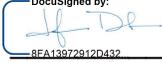
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 5<sup>th</sup> day of August, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

JENNIFER DUNBAR, an individual dba  
Dunbar Architecture

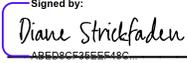
\_\_\_\_\_  
James A. Light, Mayor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

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

  
\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

## EXHIBIT "C-1"

### COMPENSATION

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

- I. **AMOUNT.** Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the hourly rate schedule attached to the Agreement.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the hourly rate schedule. If Consultant requires reimbursement for expenses not provided on the schedule, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the City.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed \$200,000 during the term of this Agreement.
- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
  - A. Task number.
  - B. All personnel who performed work on the Task.
  - C. Description of the work performed.
  - D. Number of hours worked.
  - E. Hourly rate.
  - F. All City approved and documented subcontractor invoices.
  - G. If applicable, expenses incurred.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the City, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" is not exceeded.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: Jennifer Dunbar, an individual dba Dunbar Architecture  
12314 La Maida Street  
Los Angeles, CA 91607  
Attn: Jennifer Dunbar  
Email: jen@dunbararchitecture.com

City: City of Redondo Beach  
Public Works Department, Engineering Services Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Lauren Sablan, City Engineer  
Email: lauren.sablan@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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2024

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).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 JENDUNB-01	<b>CONTACT NAME:</b> Chris Romano <b>PHONE (A/C No. Ext):</b> 714-427-3489 <b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company	11000	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Travelers Casualty and Surety Co of America	31194	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** 684262528 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBWBK9721	8/27/2024	8/27/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWBK9721	8/27/2024	8/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	57WEGBJ5MG9	8/27/2024	8/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			108103582	8/27/2024	8/27/2025	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.  
 RE: Veterans Community Center/ Historic Redondo Beach Public Library.  
 City of Redondo Beach is named as an additional insured as respects general liability and auto liability as required per written contract.

**CERTIFICATE HOLDER** **CANCELLATION 30 Day Notice of Cancellation**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED PROVISIONS - CALIFORNIA**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

**A.** It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

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

**B.** It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

**OPTIONAL ADDITIONAL INSURED COVERAGES;** and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

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

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**→ 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

→ **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

**3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

**4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

**5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

→ **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

 **5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

 **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **HIRED AUTO AND NON-OWNED AUTO**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

#### **A. Amended Coverage:**

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

#### **B. Paragraph B. EXCLUSIONS** is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".
- b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".
4. With respect to this coverage, the following additional exclusions apply:
- a. **Fellow employee**
- Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
- b. **Care, custody or control**
- Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:
- The following are "insureds":
- a. You.
- b. Your "employee" while using with your permission:
- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) 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 an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.
- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:
1. **OTHER INSURANCE**
- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.
- However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".
- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.
2. **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**
- If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
- E. The following definitions are added:
- G. **LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**
1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
  - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
  - b. Customer's "auto" that is in your care, custody or control for service.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57WEGBJ5MG9

**Endorsement Number:**

**Effective Date:** 08/27/2024

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Jen Dunbar DBA: Dunbar Architecture  
12314 La Maida Street  
Valley Village, CA 91607

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_

Authorized Representative

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND JENNIFER DUNBAR DBA DUNBAR ARCHITECTURE**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Jennifer Dunbar, an individual dba Dunbar Architecture ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs

of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

- a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) arising out of or related to the performance of this Agreement, excluding Consultant's design professional services, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - c. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of

any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws.

- a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.
  - b. Prevailing Wages. In the event this project is a public work to which prevailing wages apply, Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
18. 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.

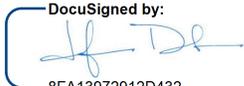
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17<sup>th</sup> day of September, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

JENNIFER DUNBAR,  
an individual dba Dunbar Architecture

\_\_\_\_\_  
James A. Light, Mayor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jen Dunbar  
Title: Principal

ATTEST:

APPROVED:

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

DocuSigned by:  
  
\_\_\_\_\_  
ABED8CE35EEF48C  
Diane Strickfaden, Risk Manager  
8/30/2024 | 1:20 PM PDT

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND SCOPE OF SERVICES

#### I. CONSULTANT'S DUTIES

Consultant shall perform the following services.

- A. Consultant shall provide on-call professional design services, including but not limited to, municipal and civil engineering, electrical engineering, mechanical engineering, harbor engineering, structural design, geotechnical investigations and design, traffic analysis and engineering, surveying and mapping. Ancillary tasks related to design work such as grant applications and management, regulatory permit applications and implementation, design review and plan check, assessment district engineering, right-of-way acquisition services, bid analysis and support, capital improvement program project management and construction observation may also be included at the City's discretion.
- B. Upon City's written request as described in Section II.A, Consultant shall prepare a written scope of work for the City's requested tasks, including all components and subtasks, the cost to perform the task, including costs and markup from sub-consultants, an explanation of how the cost was determined, and a schedule for completion of the task (collectively "Task Proposal"). The costs specified in the Task Proposal shall be in accordance with Exhibit "C".
- C. Upon the City's written approval of the Task Proposal, the Consultant shall commence services for the task. Any language that does not pertain to the scope of work, compensation, or duration of agreement shall be deemed extraneous and not incorporated within this Agreement.
- D. Consultant shall identify all personnel used to accomplish the services in the Task Proposal. Consultant shall obtain City's approval of any substitutions of leading personnel for the task as soon as the need for a substitution is known.
- E. Consultant shall identify any subcontractor(s) and include the work of subcontractors in the proposed scope of work. Consultant shall not replace the subcontractor for the task without the prior written approval of the City.
- F. Consultant shall provide a task number for the City Engineer or designee approved task.

- G. Consultant shall complete the task and present all deliverables to the City by the completion date provided to City.
- H. During performance of the services, Consultant shall provide a bi-weekly written summary of progress on all on-call services to keep the City updated as to the status of performance. Consultant shall either draft a report or deliver an email to the City's designated project manager.
- I. Consultant shall provide all work product for review and acceptance by the City. Upon City's request, Consultant shall revise the work product without additional charge to the City until the City accepts it.

## II. **CITY'S DUTIES**

City will perform the following services.

- A. City will provide a written task request with a description of the work to be performed for the task, and the time desired for completion.
- B. City, in its sole discretion, may approve, modify or reject the Consultant's Task Proposal.
- C. Notwithstanding anything described herein, in the event Article XIX of the City Charter and Chapters 6 and 6.1 of Title 2 of the Redondo Beach Municipal Code apply to the work described herein, the Consultant shall not be authorized to perform the subject work under this Agreement.

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE**

**TERM.** The term of this Agreement shall commence on September 17, 2024 and continue through September 16, 2026 ("Term"), unless otherwise terminated as herein provided. Consultant shall perform the services in accordance with the schedule in each Task Proposal. City may approve extensions for performance of the services in each task; provided, however, that the Consultant shall not work beyond the expiration date of this Agreement.

## EXHIBIT "C"

### COMPENSATION

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

- I. **AMOUNT.** Consultant shall perform the work for all City Engineer or designee approved Task Proposal(s) in accordance with the hourly rate schedule attached to and incorporated into Exhibit "C" of the Agreement.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the attached schedule. If Consultant requires reimbursement for expenses not provided on the rate schedule in the Agreement, including but not limited to, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the City.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed \$100,000 during the term of this Agreement and any amendments hereto.
- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
  - A. Task number.
  - B. All personnel who performed work on the Task.
  - C. Description of the work performed.
  - D. Number of hours worked.
  - E. Hourly rate.
  - F. All City approved and documented subcontractor invoices.
  - G. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, be based on the work performed and time spent in the prior month, and in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the city, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" of the Agreement is not exceeded.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: Jen Dunbar  
12314 La Maida Street  
Los Angeles, CA 91607  
Attention: Jen Dunbar

City: City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Lauren Sablan

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of \$4,000,000 shall apply separately to this project/location.

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

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

Errors and Omissions liability: \$1,000,000 per occurrence.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials,

employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

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

##### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. 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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2024

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).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 JENDUNB-01	<b>CONTACT NAME:</b> Chris Romano <b>PHONE (A/C No. Ext):</b> 714-427-3489 <b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Jen Dunbar DBA: Dunbar Architecture 12314 La Maida Street Valley Village CA 91607	<b>INSURER A:</b> Sentinel Insurance Company		11000
	<b>INSURER B:</b> Hartford Casualty Insurance Company		29424
	<b>INSURER C:</b> Travelers Casualty and Surety Co of America		31194
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 684262528

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBWBK9721	8/27/2024	8/27/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWBK9721	8/27/2024	8/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEGBJ5MG9	8/27/2024	8/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			108103582	8/27/2024	8/27/2025	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.  
 RE: Veterans Community Center/ Historic Redondo Beach Public Library.  
 City of Redondo Beach is named as an additional insured as respects general liability and auto liability as required per written contract.

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED PROVISIONS - CALIFORNIA**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

**A.** It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

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

**B.** It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

**OPTIONAL ADDITIONAL INSURED COVERAGES;** and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

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

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**→ 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

 **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

**3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

**4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

**5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

→ **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

 **5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

 **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us****a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

#### A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

#### B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".
- b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".
- 4. With respect to this coverage, the following additional exclusions apply:
  - a. **Fellow employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
  - b. **Care, custody or control**

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

  - a. You.
  - b. Your "employee" while using with your permission:
    - (1) An "auto" you hire or borrow; or
    - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
    - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
  - c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
    - (1) The owner or anyone else from whom you hire or borrow an "auto".
    - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
    - (3) 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 an "auto".
    - (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

**1. OTHER INSURANCE**

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- E. The following definitions are added:

**G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

- 1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
  - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
  - b. Customer's "auto" that is in your care, custody or control for service.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57WEGBJ5MG9

**Endorsement Number:**

**Effective Date:** 08/27/2024

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Jen Dunbar DBA: Dunbar Architecture  
12314 La Maida Street  
Valley Village, CA 91607

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_

Authorized Representative



# Administrative Report

H.13., File # 25-1079

Meeting Date: 8/5/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-054, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF RECREATION SUPERVISOR

## **EXECUTIVE SUMMARY**

The City maintains an official book of class specifications for positions in the service of Redondo Beach. Pursuant to Article 6, Chapter 3 of the Redondo Beach Municipal Code, as recruitments for open positions are initiated, class specifications are created, reviewed, updated, and modified to validate current job duties, responsibilities, and qualifications.

Proposed is an updated class specification for the Recreation Supervisor position that better aligns the role with the current organizational structure of the Recreation Services Division of the Community Services Department.

## **BACKGROUND**

As part of the FY 2025-26 budget adoption process, the City Council approved funding to fill the previously vacant Recreation Supervisor position to better support the organizational structure of the Community Services Department and improve the Recreation Services Division's extensive catalog of programs, activities, and events. This position has been vacant since 2023, and, since that time, the Division has undergone a reorganization to better provide efficient and effective programs and resources to enhance services desired by the community.

Proposed is an updated class specification for the Recreation Supervisor position, which includes minor updates to better reflect the needs of the Division. The updated specification is supported by the Professional and Supervisory Association.

## **COORDINATION**

The Community Services Department coordinated the proposed updates to the Recreation Supervisor Class Specification with the Human Resources Department and representatives from the position's labor group, the Professional and Supervisory Association. The Resolution was prepared by the City Attorney's Office.

## **FISCAL IMPACT**

There is no fiscal impact associated with this item. The position is included in the Community

Services Department annual budget.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - No. CC-2508-054 Amending the Official Book of Classifications to Update the Position of Recreation Supervisor
- Class Specification - Recreation Supervisor

**RESOLUTION NO. CC-2508-054**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF RECREATION SUPERVISOR**

WHEREAS, pursuant to Sections 2-3.602 and 2-3.603 of Article 6, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council of the City of Redondo Beach ("City Council") shall set forth from time to time the Class Titles for job classifications; and,

WHEREAS, pursuant to Section 2- 3.502 of Article 5, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council shall set forth from time to time the Specifications for job classifications; and

WHEREAS, it is necessary to amend the Official Book of Class Specifications to reflect such action of the City Council.

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

SECTION 1. That the Official Book of Class Specifications is hereby amended, as reflected in the attached Exhibit "A" relating to updating the Class Specification for the position of Recreation Supervisor.

SECTION 2. This resolution shall take effect immediately upon its adoption by the City Council.

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 5<sup>th</sup> day of August, 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-2508-054 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:

---

Eleanor Manzano, CMC  
City Clerk

**EXHIBIT A**  
**JOB SPECIFICATION FOR RECREATION SUPERVISOR**

See attached job specification.

## **Recreation Supervisor**

### DEFINITION

Under the direction of the Community Services Recreation, Youth, Senior & Family Services Manager, the position will supervise assigned recreation programs; and perform other related duties as required.

### DUTIES, RESPONSIBILITIES AND EXPECTATIONS

The listed tasks are essential for this position and may include, but not limited to, the following:

- Planning, organizing, staffing, and managing a diverse range of recreational programming for various age and interest groups involving sports leagues, playground, aquatic, athletic, cultural and special event activities
- Evaluating program content
- Recruiting, selecting, training and evaluating full-time, part-time, seasonal and volunteer staff
- Making recommendations regarding the conduct of programs and the elimination of programs
- Publicizing recreational programs and activities through various available community resources
- Coordinating scheduling of facilities and services for assigned programs and activities
- Preparing correspondence, reports, newsletters, brochures, instructional manuals and program information sheets
- Periodically checking assigned areas and facilities for possible maintenance and safety problems
- Maintaining accurate and complete records and files
- Attending meetings and training sessions
- Preparing budget recommendations and monitoring budget expenditures for assigned programs and activities
- Approving and initiating requisitions for supplies and equipment
- Acting as a liaison to community agencies and other organizations concerned with recreation
- Working irregular hours including evenings, nights, weekends and holidays (when necessary); being available for call-back and automatic return to work with a reasonable response time during off-duty hours for major emergencies, disasters, critical incidents and as otherwise required

- Communicating effectively, clearly, concisely both orally and in writing with the public, employees and others in the course of work
- Delivering internal and external customer services and solving problems
- Establishing and maintaining effective working relationships and working cooperatively with co-workers, other members of the supervisory/management team, City staff, other agencies, and the community
- Exercising tact, self-restraint and good judgment; taking initiative to achieve positive, timely results for the organization; processing diplomatic skills; exercising ethical conduct; display appropriate mature judgment in performing duties, responsibilities, tasks and assignments with a constructive, cooperative, positive, and professional attitude and demeanor
- Supporting the City's mission, policies, goals, and objectives such as the values of openness and honesty; integrity and ethics; accountability; outstanding customer service; teamwork; excellence; fiscal and environmental responsibility
- Regular, predictable and consistent workplace attendance
- Performing other related duties as assigned
- Meeting and maintaining published physical standards for the position, within accommodation required by the state and federal law

## CLASSIFICATION

The position is exempt from overtime and is otherwise subject to the Fair Labor Standards Act and is a member of the Classified Service.

## QUALIFICATIONS

This position requires knowledge of principles and practices applicable to recreation programs and activities including community events, sports leagues, aquatics, arts and crafts, fine arts, music or other recreational activities suitable for children, adolescents, adults and senior citizens. Knowledge of safety precautions/issues related to recreational activities, athletic fields, swimming pools, and community buildings. Knowledge of budgets, the budget process and purchasing requirements. Knowledge of program evaluation and personnel principles and practices. Knowledge of principles of supervisor and training.

This position requires the ability to supervise and train personnel; interpret community needs and adapt to designated supervisory assignments; promote community interest in recreation; communicate effectively in writing and orally; apply computer technology to recreation activities; meet prescribed physical/medical standards for employment; establish and maintain effective working relationships with others; work irregular shifts, weekends, and/or holidays; legally operate a motor vehicle in the State of California.

This position requires graduation from an accredited college or university with a bachelor's degree in recreation or related field and three (3) year of full-time equivalent, paid experience in recreation supervising employees and programs.

This position requires computer literacy with knowledge in the use of Microsoft Office; the ability to communicate using email programs; and an understanding of and adherence to City policies regarding information technology.

This position requires the ability to make sound decisions, think critically and analytically, problem solve, innovate; and supervise, manage and develop subordinate employees. The position requires a drive for results; interpersonal, customer service and diplomatic skills; ethical conduct; and proven top performance.

Highly Desired: Aquatics experience.

Qualified Military Veterans are given an additional five points to a passing score for both open-competitive and promotional recruitments.



# Administrative Report

H.14., File # 25-1077

Meeting Date: 8/5/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-055, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 7, 2025 AS "OPEN WATER SWIM DAY" IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE SEVENTH ANNUAL SWIM THE AVENUES WATER SPORTS EVENT TO BE HELD IN THE CITY OF REDONDO BEACH COASTAL WATERS AND IN APPRECIATION OF THE COUNTY OF LOS ANGELES' EFFORTS TO PERMIT THE EVENT AND PROVIDE LOGISTICAL SUPPORT

## **EXECUTIVE SUMMARY**

The City has historically partnered with the County of Los Angeles, local water sports professionals, and businesses to create and host open water swim events in the coastal waters off Redondo Beach. Staff recommends the City continue this tradition, and, where possible, integrate internationally sanctioned swimming activities to demonstrate the capacity of the Redondo Beach coastal waters to host nationally and internationally recognized events.

Adoption of the recommended Resolution would officially recognize and support the September 7, 2025 "Swim the Avenues" open water swim event and its partnership with Los Angeles County.

## **BACKGROUND**

The City of Redondo Beach supports increased use of its coastal waters for recreation and sporting activities and has partnered with the County of Los Angeles, local water sports professionals, and businesses to create a number of open water swim events and activate Redondo Beach coastal waters.

With approval of the recommended Resolution, the City of Redondo Beach would declare Sunday, September 7, 2025 as "Open Water Swim Day" in Redondo Beach and officially support the seventh annual "Swim the Avenues" water sports event in Redondo Beach.

The City appreciates its partnership with Los Angeles County and, local sports and event promoter, Rick Crump for his expertise in organizing and implementing the open water swim event.

Approximately 600 swimmers are expected for the 2025 event, along with an anticipated viewing audience of 1,000 spectators along the Esplanade and beaches. Of the registered swimmers, organizers expect 85% of the participants to be South Bay residents and 10% of the participants to

be new to swim competitions. The event's open swim category ranges are multi-generational to promote the sport and encourage participation for all individuals, regardless of age. The event will utilize social media to post race results and live stream pre-race ceremonies, the race, and post-race activities.

Individuals wishing to learn more about the September 7, 2025 "Swim the Avenues" event and to register, should visit the event website:

<https://raceroster.com/events/2025/105387/redondo-beach-swim-the-avenues>

### **COORDINATION**

The Resolution has been approved as to form by the City Attorney's Office.

### **FISCAL IMPACT**

The event requires the use of 10 parking spaces (free of charge) along the Esplanade, for a six-hour period, and has a de minimis impact on daily parking revenues.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Resolution - No. CC-2508-055 Proclaiming Sunday, September 7, 2025 as Open Water Swim Day

**RESOLUTION NO. CC-2508-055**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 7, 2025 AS “OPEN WATER SWIM DAY” IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE SEVENTH ANNUAL SWIM THE AVENUES WATER SPORTS EVENT TO BE HELD IN THE CITY OF REDONDO BEACH COASTAL WATERS AND IN APPRECIATION OF THE COUNTY OF LOS ANGELES’ EFFORTS TO PERMIT THE EVENT AND PROVIDE LOGISTICAL SUPPORT**

WHEREAS, the City of Redondo Beach (“City”) and the County of Los Angeles (“County”) have determined that water access and coastal recreation are critical community elements in providing a healthy environment for residents and visitors to the City; and

WHEREAS, the City and the County provide and promote numerous parks and recreation facilities, programs and events for public use, enjoyment and general public welfare benefit; and

WHEREAS, the City supports the increased use of its coastal waters for recreation and sporting activities and is appreciative of its collaboration with the County and the services the County provides to maintain, activate and supervise the beaches; and

WHEREAS, the City has partnered with the County, local water sports professionals, and businesses to create open water swim events for the purpose of activating City’s coastal waters; and

WHEREAS, the City desires to create annual open water swim events that integrate with internationally sanctioned swimming events to promote water sports and demonstrate the capacity and attractiveness of the County and the City’s coastal waters; and

WHEREAS, the seventh annual “Swim the Avenues” water sports event to be held on September 7, 2025 is expected to draw more than six hundred (600) County residents of all ages to participate in a one mile or half a mile race; and

WHEREAS, approximately one thousand (1,000) local spectators will come to the event to enjoy the race and the County beach; and

WHEREAS, the City desires to declare September 7, 2025 as “Open Water Swim Day” in sponsorship and support of the “Swim the Avenues” water sports event.

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

SECTION 1. That the City of Redondo Beach does hereby declare September 7, 2025 as “Open Water Swim Day” in Redondo Beach in sponsorship and support of the seventh annual “Swim the Avenues” water sports event to be held in the City of Redondo Beach coastal waters.

SECTION 2. That the City of Redondo Beach does hereby recognize partnerships with Los Angeles County and Rick Crump for the organization and implementation of the "Open Water Swim Day".

SECTION 3. That the City of Redondo Beach does hereby thank the County of Los Angeles for its review and permitting of the event and is grateful for the logistical services it will provide to support the event.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 5th day of August, 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-2508-055 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 5th 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:

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



# Administrative Report

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H.15., File # 25-0980

Meeting Date: 8/5/2025

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**To: MAYOR AND CITY COUNCIL**  
**From: JOE HOFFMAN, CHIEF OF POLICE**

## **TITLE**

APPROVE AN AGREEMENT WITH TURBO DATA SYSTEMS, INC TO PROVIDE PARKING CITATION AND PARKING PERMIT MANAGEMENT AND COLLECTION SERVICES FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2028 WITH AN OPTION TO AUTOMATICALLY RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS

## **EXECUTIVE SUMMARY**

In March 2025, the Police Department issued a Request for Proposals (RFP) #2425-005 for parking citation and parking permit management services, with a total of six companies submitting proposals. After an in-depth evaluation process conducted by staff in the Police and Information Technology Departments, Turbo Data Systems, Inc. (TDS) was selected as the preferred vendor based on the quality of their proposal, innovative hardware and software platforms, and pricing.

The proposed Agreement with TDS includes full parking citation management services, including processing of parking citations, collection services, appeals, data analytics, and integrated hardware for citation issuance. TDS will also provide an online portal for parking permit management.

Charges for parking citation management are assessed on a per citation basis and are paid from parking ticket fees. A similar structure is in-place with the City's current parking citation management firm, Data Ticket, who's contract is scheduled to expire in September. TDS is estimated to receive \$147,200 in total annual compensation for the contracted services. Specifically, the company will be paid \$0.50 per electronically issued citation, \$135 per month, per unit, to lease mobile ticket equipment, a one-time \$2,500 charge to establish and configure the new parking permit management database, and an annual administration fee for the database of \$7,200 per year.

## **BACKGROUND**

The Municipal Services Unit of the Police Department issues approximately 35,000 parking citations annually, the majority of which are for street sweeping and parking meter violations. The City has contracted its parking citation management services since 1993. Parking citation management includes all aspects of the citation process, including handheld hardware devices to issue citations, maintaining a citation database, accepting payments and conducting collection actions, mailing notices, and managing revenue generated by the program.

The last time the City issued an RFP for parking citation management was in 2010, which resulted in a contract being awarded to Data Ticket, Inc. The City has been contracted with Data Ticket since

that time, with the current Agreement set to expire on September 30, 2025.

In order to take advantage of innovations in analytic capabilities of citation software and advancements in handheld device technology, the Police Department elected to conduct a formal RFP to solicit proposals from parking citation management vendors. The Police Department also wanted to evaluate the firms currently in the parking permit management market and compare current costs for the various offered services. The Police Department currently issues parking permits manually, which requires in-person interaction at the Parking Counter in City Hall. Transitioning to a new parking permit management vendor will allow the Police Department to offer a more customer-friendly, modern, online process.

To achieve these goals, RFP #2425-005 was released March 6, 2025 on the City's OpenGov procurement portal, with proposals due March 31, 2025. The City received a total of six proposals from the following companies (alphabetical order):

- Bayou Media Development, LLC
- Data Ticket, Inc.
- Park Loyalty
- Phoenix Group Information Systems
- T2 Systems, Inc.
- Turbo Data Systems, Inc.

During April 2025, staff members from the Police and Information Technology Departments rated the written proposals based on their completeness and quality of services offered. Following the initial evaluation, four vendors were invited for in-person demonstrations. The demonstrations provided the opportunity for City staff to test the handheld devices and evaluate the firms' online portals for both public-facing and back-end administrative users.

Ratings were based on the following:

- Capabilities of the handheld devices (i.e. LPR technology, API integration with third-party parking providers such as Mackay Meters and T2 Pay Stations)
- Design and ease of use of customer online portal
- Data analysis and reporting capabilities for the City's administrative portal
- Security of online portals
- Overall cost

After the first two phases of evaluation, it was staff's consensus that TDS offered the best balance of hardware and software capabilities when paired with overall cost. Their staff-facing administrative portal stood-out by offering the City a wide range of analytic capabilities that will help drive improvement to the City's parking permit management program. Over time, the City will be able to analyze a number of various data points for citations, including geo-location and metrics for individual officers conducting parking enforcement.

At that point in the process, staff did additional research to further assess how the platform offered by TDS aligned with the Department's specific needs. Staff also contacted references to verify that the other cities utilizing TDS were satisfied with their services. The cities of Hermosa Beach and

Manhattan Beach currently utilize TDS for parking citation management and both cities indicated they are completely satisfied with all facets of the company's service. As a result, staff selected TDS as the preferred vendor and are now recommending that the City Council approve a professional services agreement with the firm.

If the agreement is approved, TDS will fully manage all parking citation functions, including revenue collection. Revenue will be deposited into an escrow account and transferred by ACH to the City on a monthly basis, along with a reconciliation report. TDS will retain its fees for services from the gross revenue, and wire the net funds to the City. This mirrors the existing process currently in place with Data Ticket, Inc. The City expects an annual expenditure of \$140,000 for the citation functions TDS would be contracted to provide.

The proposed Agreement also includes parking permit management services, which will be a new component for the City. The Department issues approximately 4,500 parking permits annually, including meter permits and permits for preferential parking zones. The current process is manual, requiring members of the public to submit hard copy applications and verification documents in-person at City Hall.

With TDS, the City will be able to offer streamlined submittal process that utilizes an online portal to allow the public to apply and upload supporting documents electronically, making the process more convenient and efficient. City staff will review all incoming applications in the online portal, and, if approved, the customer can then pay for the permit online. City staff will issue the permit either by mail or in-person, at the discretion of the customer.

The public will still have the option to submit their application in-person, but staff believes the online convenience will make this a highly utilized service. The City will also be able to utilize the centralized parking permit management database to automate the process by which staff contacts customers to share reminder notices and renewal timelines. The cost for the parking permit management service will be a one-time fee of \$2,500 for setup, and \$7,200 annually for the service.

The initial term of the Agreement will be for three years and includes two automatic yearly renewals. The City will have the ability to terminate the Agreement with 90-days written notice during the initial term, if needed.

### **COORDINATION**

Evaluation of the RFP responses was coordinated with the Information Technology Department. Preparation of the agreement was coordinated with the City Attorney's Office.

### **FISCAL IMPACT**

Parking citations generate \$1.4M in annual General Fund revenue, and an additional \$330,000 is generated annually from parking permits (meter and preferential).

TDS will receive \$0.50 for each electronically issued citation. The parking permit management system set-up will incur a one-time cost of \$2,500. The estimated annual cost of the contract will be \$147,200. This includes \$140,000 for parking citations and an additional \$7,200 for the parking permit management function. The cost will be deducted on a monthly basis from the gross revenue generated by citations and permits.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Turbo Data Systems, Inc.
- RFP #2425-005 - Parking Citation and Parking Permit Management System

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND TURBO DATA SYSTEMS INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and TURBO DATA SYSTEMS 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.

\* \* \* \* \*

**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, and employment laws.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, 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.

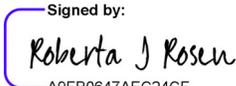
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5<sup>th</sup> day of August, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

TURBO DATA SYSTEMS INC.,  
a California corporation

\_\_\_\_\_  
James A. Light, Mayor

Signed by:  
  
By: \_\_\_\_\_  
Name: Roberta J. Rosen  
Title: President

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

#### CONTRACTOR'S DUTIES

Contractor shall perform the following duties beginning no later than October 1, 2025.

1. Parking Citation Management System. Contractor shall provide the Parking Citation Management System (PCMS), including the following services, to the specifications described in the proposal included herein as Attachment A to this Exhibit "A" and is incorporated herein by this reference. If there are any inconsistencies between the terms contained in Attachment A and this Agreement, this Agreement shall prevail.
  - a. Handheld citation issuance hardware, including Samsung Smartphones and Zebra mobile printers.
  - b. ticketPro Mobile software platform for citation issuance, including advanced license plate reader (LPR), and with integration to the City's parking system vendors including Mackay Meters, ParkMobile, and T2. The City reserves the right to request integration with future parking system vendors. Software shall include real-time meter and permit lookups and history, pay-by-plate/space integration, real-time scofflaw alerts, meter mapping, real-time data sharing across all the City's handheld citation issuance devices, marking/chalking, shared chalks, and GPS/GIS tagging.
  - c. Contractor shall provide warranty, technical support, and live software support for the hardware and software, as outlined in Attachment A. If there are any inconsistencies between the terms contained in Attachment A and this Agreement, this Agreement shall prevail.
  - d. Data entry for manual citations.
  - e. Citation collection services, including delinquent and Franchise Tax Board collections. Customer payment processing shall occur within two (2) business days of receipt.
  - f. pticket.com web-based application portal for customer citation inquiry, payment processing, contesting and adjudication information, and online appeals. The portal shall include City image branding.
  - g. Processing administrative appeals and hearing scheduling services. Contractor shall provide a paperless appeal option through its eAppealsPro web-based service.

- h. Payment plan in support of AB503 legislation for indigent and non-indigent individuals.
  - i. Registered Owner name retrieval, including Out-of-State retrieval. Agency assistance required with ORI number for NLETS.
  - j. DMV registration holds/releases. Agency assistance required with DMV PARC code.
  - k. Toll-free customer service telephone number with Interactive Voice Response (IVR) System providing real-time, detailed citation information, in English and Spanish.
  - l. In addition to IVR, Contractor shall also provide customer service center representatives through the toll-free telephone number available during regular business hours from 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST) Monday through Friday, in both English and Spanish.
  - m. Custom notices and letters containing all information required by the California Vehicle Code mailed using first-class mail, sent according to the City determined schedule.
  - n. ticketPro Web, cloud-based website portal for City personnel to easily inquire on citation data and analytics, including the turboInsights Dashboard, and reports provided in PDF format.
  - o. Direct support for City personnel and user manuals, including an initial in-person training. City personnel shall receive additional training as-needed through the course of the agreement.
  - p. Technical support for City staff, including email and telephone support between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, exclusive of holidays.
2. Parking Permit Management System. Contractor shall provide the Parking Permit Management System, including the following services, to the specifications described in the proposal included herein as Attachment A to this Exhibit "A" and incorporated herein by this reference. If there are any inconsistencies between the terms contained in Attachment A and this Agreement, this Agreement shall prevail.
- a. getaPERMIT cloud-based, self-service, web-based application portal for the public to apply for parking permits, including the ability for the public to upload validation documents. The portal shall also accept credit card payments and include City image branding.

- b. The parking permit management system shall handle multiple permit types, including residential permits, guest permits, zone and district permits, oversized vehicle (i.e. RV) permits, parking lot permits, employee permits, and meter permits. The system shall have the capability of issuing virtual permits if needed.
  - c. The parking permit management system shall handle multiple duration of permits, including annual, semi-annual, monthly, and overnight.
  - d. Parking permit pricing can be tiered or prorated, if needed.
  - e. Permit renewal notifications for customers in advance of permit expiration.
  - f. Permit support call center and email assistance with representatives available from 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST) Monday through Friday in both English and Spanish.
  - g. City staff shall have administrative access to the web-based parking permit management application.
  - h. getaPERMIT shall provide real-time integration with ticketPro Mobile software platform for parking citations.
3. Network and Security Infrastructure. Contractor shall provide the network and security infrastructure as outlined in Attachment A to this Exhibit "A". If there are any inconsistencies between the terms contained in Attachment A and this Agreement, this Agreement shall prevail.
4. Storage for the City. Contractor agrees to store all electronic data for parking citations and permits on behalf of the City, subject to the City's retention schedule of two (2) years from resolution or expiration. Contractor shall delete any data when once requested by the City to comply with the retention schedule.



**Electronically Submitted on 3/31/2025**

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**CONFIDENTIAL INFORMATION DISCLAIMER:**

*This proposal contains certain confidential and valuable information in the form of ideas, knowledge, concepts, processes, plans, and trade secrets that belong to Turbo Data Systems, Inc. Under the California Public Records Act, this confidential information shall not be disclosed outside the agency. It shall not be duplicated, used, or disclosed in whole or part for any purpose except in the procurement process. Confidential information in this document is noted on each applicable page or image. Severe and irreparable competitive disadvantage in future procurements could result from the release of any confidential information contained in this proposal. Please notify us immediately, in writing, if there is a request to disclose confidential information so that we can participate in any disclosure discussions.*



March 31, 2025

Mr. Robert Norman  
City of Redondo Beach – Purchasing  
415 Diamond St., Door 1  
Redondo Beach, CA 90277

RE: RFP # 2425-005 for Parking Citation and Permit Management System

Dear Mr. Norman,

For four decades, Turbo Data Systems (TDS) has set the standard for parking management in California. Our success is based on two things: exceptional service and proven results.

What makes us different? We build solutions that work. Our integrated systems are powerful and simple to use, consistently delivering collection rates between 85% and 95%. We achieve these numbers through a comprehensive approach: CA DMV, NLETS for out-of-state vehicle data, Franchise Tax Board collection services, and ICS collection notices.

Our flagship product, ticketPRO™ Mobile, puts real-time citation issuance/management at your fingertips. The system was developed with input from parking officers across California. The result? A streamlined cloud-based system that integrates seamlessly with our comprehensive getaPERMIT residential permit platform and works together with Genetec and Vigilant ALPR systems for efficient parking enforcement.

You will find our expertise backed by over 150 California municipalities and colleges, most of whom have trusted us for more than 20 years. As a certified small business and 100% woman-owned company in California, we bring a personal touch to everything we do. Our key team members average over two decades of experience each, and they know the California Vehicle Code inside and out.

Don't take our word for it – we encourage you to contact our references. They'll tell you about the level of service that has kept clients with us for decades.

We're ready to bring this same commitment and excellence to Redondo Beach.

This proposal shall be valid for 180 days.

Sincerely,

Roberta J. Rosen  
President

**Turbo Data  
Systems, Inc.**  
*Premier Parking Citation  
Processing Solutions*

1551 N Tustin Ave  
Suite 950  
Santa Ana, CA  
92705-8634

T: 714.573.5757  
F: 714.573.0101

210 N. 4th Street  
Suite 150  
San Jose, CA  
95112-5569

T: 408.971.1238  
F: 408.918.0973

[www.turbodata.com](http://www.turbodata.com)

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# Company Experience

Turbo Data Systems, Inc. (TDS) is pleased to present a comprehensive and adaptable solution for citation services and the management of parking permits to the City of Redondo Beach. Partnering with a vendor like us ensures that all your needs are met efficiently and effectively, leading to enhanced collections and improved customer service. Our strong reputation for delivering exceptional customer service and advanced technological solutions is something that clients and the community have come to value and anticipate.

List of our diverse products and services:

Full line of Services:	Cloud Services:
<ul style="list-style-type: none"> <li>• Parking Citation Processing</li> <li>• Admin Citation Processing</li> <li>• Permit Management and Fulfillment</li> <li>• Traffic Citation Processing</li> <li>• Online - Paperless Appeals</li> <li>• Administrative Adjudication Services</li> <li>• Interactive Voice Response System</li> <li>• Internet Credit Card Payments &amp; Info</li> <li>• Notice/Correspondence</li> <li>• Cashiering Systems</li> <li>• Banking Services</li> <li>• Special Delinquent Collections</li> <li>• Franchise Tax Board Collections</li> <li>• CA DMV Interface</li> <li>• NLETS Interface – Out-of-state</li> <li>• Digital Archiving</li> </ul>	<ul style="list-style-type: none"> <li>• <b>ticketPRO</b>™ Web Customer Citation Portal</li> <li>• <b>ticketPRO</b>™ Web Services API</li> <li>• <b>ticketPRO</b>™ <b>nFORCER</b> Parking</li> <li>• <b>ticketPRO</b>™ <b>nFORCER</b> Traffic</li> <li>• <b>ticketPRO</b>™ <b>nFORCER</b> Code</li> <li>• <b>ticketPRO</b>™ Reporter</li> <li>• <b>pticket.COM</b> Public Payments &amp; info</li> <li>• <b>eAppealsPRO</b> Web Contesting</li> <li>• <b>reportNET</b> Digital Online Reports</li> <li>• <b>dmvCOMM</b> DMV Communicator</li> <li>• <b>turboINSIGHTS</b> Dashboard</li> <li>• <b>fieldTRACKER</b> Locate and Monitor</li> <li>• <b>notifyLPR</b> ALPR Integration</li> <li>• <b>getaPERMIT</b> Management Portal</li> <li>• Partner Integrations</li> <li>• Court Integrations</li> <li>• RMS Integrations - RIMS</li> </ul>

The distinction between processing agencies will be evident in our customer service, which can be challenging to quantify:

- Is there always a representative available to assist citizens during business hours?
- Are citizens treated with respect when contacting the call center?
- Is the information provided by the system accurate and current?
- Are client requests addressed promptly?
- Are phone calls and emails responded quickly and efficiently?

At TDS, all of these aspects are top priorities. We take our responsibility to represent our clients seriously and strive to uphold the highest service standards.

## History

Turbo Data Systems, Inc. (TDS) has been a leading service provider for citation processing in California since 1985. We are a privately held company with two offices and over thirty employees to serve our California clients effectively. Our Corporate headquarters is in Santa Ana, California. Our northern California office, the Office of Parking Violations (OPV), is in San Jose, within walking distance of San Jose City Hall.

TDS is 100% woman-owned and a certified small business in California. It serves over 150 California municipalities and colleges. Our clients have experienced TDS's reliable, flexible, and innovative solutions.

TDS parking customers range in size and issue 500 to 250,000 citations annually. Parking citations are processed according to the California Vehicle Code and local municipal code.

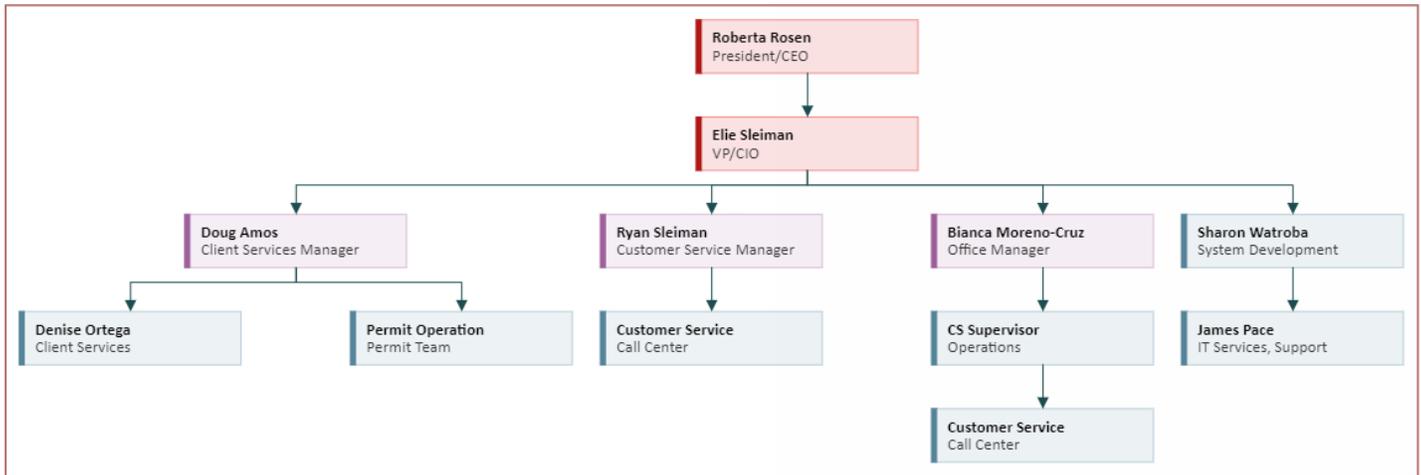
### Turbo Data's History Timeline

- 1985 – Turbo Data Systems, Inc. founded.
- 1985 – Roberta J. Rosen was CEO/President of TDS and is still today.
- 1993 – TDS offers adjudication services with notices integrated into the citation system.
- 1996 – TDS adds delinquent collections for parking citations through Innovative Collection Services.
- 1998 – TDS opens a second office in San Jose to service Northern California customers.
- 2001 – Online credit card payments for the public through pticket.com.
- 2003 – Agency Reporting made available online through the TDS Parking Portal.
- 2005 – **ticketPRO™ Mobile** is introduced. Handhelds are fully serviced and supported by TDS.
- 2006 – Franchise Tax Board Collections added as a TDS service.
- 2007 – **eAppeals** Online appeals for the public. Reviews/decisions entered online.
- 2008 – TDS adds Administrative Citation Processing Services and Collections.
- 2010 – **eAppeals** adds cloud-based agency custom review.
- 2012 – NLETS approves TDS to become a strategic partner.
- 2012 – **ticketPRO™ Mobile**: 4G Smartphone, Always-Connected, real-time citation issuance.
- 2015 – Launch of **getaPERMIT** Residential Parking Permit (RPP) Management platform.
- 2016 – e-Citations for moving violation enforcement.
- 2017 – e-Citations for Admin/Code violation enforcement.
- 2018 – Electronic Fare Evasion issuance with **ticketPRO™ Mobile** and nFORCER hardware.
- 2019 – **turboINSIGHTS** Analytics Dashboard Intro
- 2020 – **field TRACKER** Real-time visual mapping of your team in the field.
- 2021 – Racial & Identity Profiling App (RIPA) introduced for Android, iOS and Web.
- 2022 – **ticketPRO™** Parking for iOS.
- 2023 – **turboINSIGHTS** Analytics dashboard platform updated for Parking and RIPA.
- 2023 – **turboINSIGHTS** Analytics dashboard for Permits introduced.
- 2024 – **getaPERMIT** new public portal released.

# Proposed Team

## Team Organization Chart

Turbo Data Systems, Inc. Corporate Officers and Key Personnel are fully proficient in our services and systems and parking processing requirements in California. Our key staff members average over 20 years of experience in the parking industry.



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Project manager for the City of Redondo Beach:

Elie Sleiman  
Vice President/Chief Technology Officer

Alternative project manager for the City of Redondo Beach:

Doug Amos  
Client Services Manager

\*\*\*\*\*

## Corporate Officers



**Roberta J. Rosen**  
*President and Owner*  
*Chief Executive and Liaison*

Ms. Roberta Rosen is the President and owner of Turbo Data Systems, Inc., a position she has held since the company's incorporation in 1985. As the chief executive officer of TDS, she plays a pivotal role in managing the company and maintaining communication with client management.

Under Ms. Rosen's direction, the company has expanded its services and technology offerings. Those services include payment processing services, out-of-state collections, Interactive Voice Response System developments and installations, various computer system platform migrations, and the development and implementation of a web-based parking citation information and payment processing system. In addition to the administrative responsibilities of the corporation, she has been responsible for overseeing parking citation processing projects during system conversions and implementations. Major accounts and management experience include the Tri-Cities/Westside Cities Joint Database Project, the addition of the Administrative Adjudication Process to the Parking Citation Collection System, and the addition of a fully staffed processing center in San Jose with a full-service walk-up payment center. Before her work with Turbo Data Systems, Ms. Rosen was in the Information Technology field, working with an international oil drilling and exploration company on their material requisition systems. Ms. Rosen is a Cal State Long Beach graduate where she completed a bachelor's degree in business administration. She has over 30 years of experience providing service and innovative solutions to the corporate environment, municipalities, and universities.



**Elie M. Sleiman**  
*Vice President*  
*Chief Technology Officer*

Mr. Elie Sleiman is Turbo Data Systems, Inc.'s Vice President and Chief Technology Officer. He graduated from Coleman University, San Diego, in 1981 with a computer science degree. Mr. Sleiman worked for Turbo Data Systems from 1986 through 1991, developing systems still in place today. In November 2002, he rejoined Turbo Data Systems to assist with its ongoing growth and development and has been involved in every aspect of the company, particularly systems and operations.

The development of our most recent technology solutions has been under the direct supervision of Mr. Sleiman. These systems include **getaPERMIT** Permit Management, **ticketPRO™ Mobile** enforcement for Parking, Moving, and Code Enforcement, **turboINSIGHTS** Dashboard Analytics Reporting. In addition to the above systems, Mr. Sleiman is also responsible for partner integration efforts that bring more solutions and options for our customers. He has an extensive information technology and customer service background spanning over 35 years. Before rejoining Turbo Data Systems in 2002, Mr. Sleiman worked with Prudential Real Estate Affiliates in various technical and management capacities. Tasks and projects include MIS management, security and controls, disaster recovery/business continuity planning, customer service, help-desk management, and supporting in-house and field personnel for over 11 years.

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## Key Associates



### Doug R. Amos

*Client Services Manager Primary Liaison*

Doug Amos is the Client Services Manager. He serves as the primary liaison for our existing clients and manages the daily service functions of the Santa Ana office.

Mr. Amos' duties include project management, client acquisition and retention, company marketing and systems research, design, and development. He conducts online and onsite training for our **ticketPRO™ Mobile** and **ticketPRO™ WEB** back-office solutions. Client support includes training, customer change requests, Vehicle Code regulations and adherence, Franchise Tax Board services assistance, and new client onboarding. Mr. Amos has significantly contributed to our **eAppealsPRO**, **ticketPRO™ Mobile**, and **getaPERMIT** applications. He annually attends industry-hosted conventions, including CMPA, CACEO, CSFMO, and CPOA. Mr. Amos stays current through parking industry training sessions on DMV, new Legislative Laws, Hearing examiner training, and new technologies for parking enforcement.

Mr. Amos has over 20 years of experience in management, sales, and personnel, including extensive sales and marketing experience. His educational background is in electrical engineering, and he attended Cal State University of Fullerton.



### Denise Ortega

*Client Services Acquisition and Retention*

Denise Ortega is a member of our Client Services team in our Santa Ana office. Her responsibilities are client support, acquisition and retention, company marketing and systems training, and managing Permit Support. She has over 25 years of customer service experience and over 17 years of experience in the parking industry.

Ms. Ortega is experienced in onboarding clients and program implementation, ongoing account management, monitoring contract compliance and renewals, writing bids and proposals, and software application training. She assists with new client presentations and training. She received Hearing Examiner Training at CPPA. She is our DMV liaison and manages and helps with all agency DMV PARC codes. She also handles the Franchise Tax Board annual agency sign-ups, FTB resolutions, and weekly updates to the Franchise Tax Board. In addition, Ms. Ortega handles all client set-up and implementation for our **getaPERMIT** online permit system.

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**Ryan Sleiman**  
*Customer Service and Operations Manager*

Ryan Sleiman is Turbo Data’s Customer Service and Operations Manager. He manages the call center and customer service staff and overseeing operational activities.

Mr. Sleiman’s duties include hiring, developing, mentoring, and training staff for the customer service and operations team. Mr. Sleiman is directly involved with customers, supporting data reporting and analytics. Mr. Sleiman’s previous experience includes call center management and logistics. He attends industry-related professional training classes and events. He has a bachelor’s degree in finance from Chapman University and has been with TDS since 2015.

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**Sharon A. Watroba**  
*Project Manager*  
*Technical Installation Support*

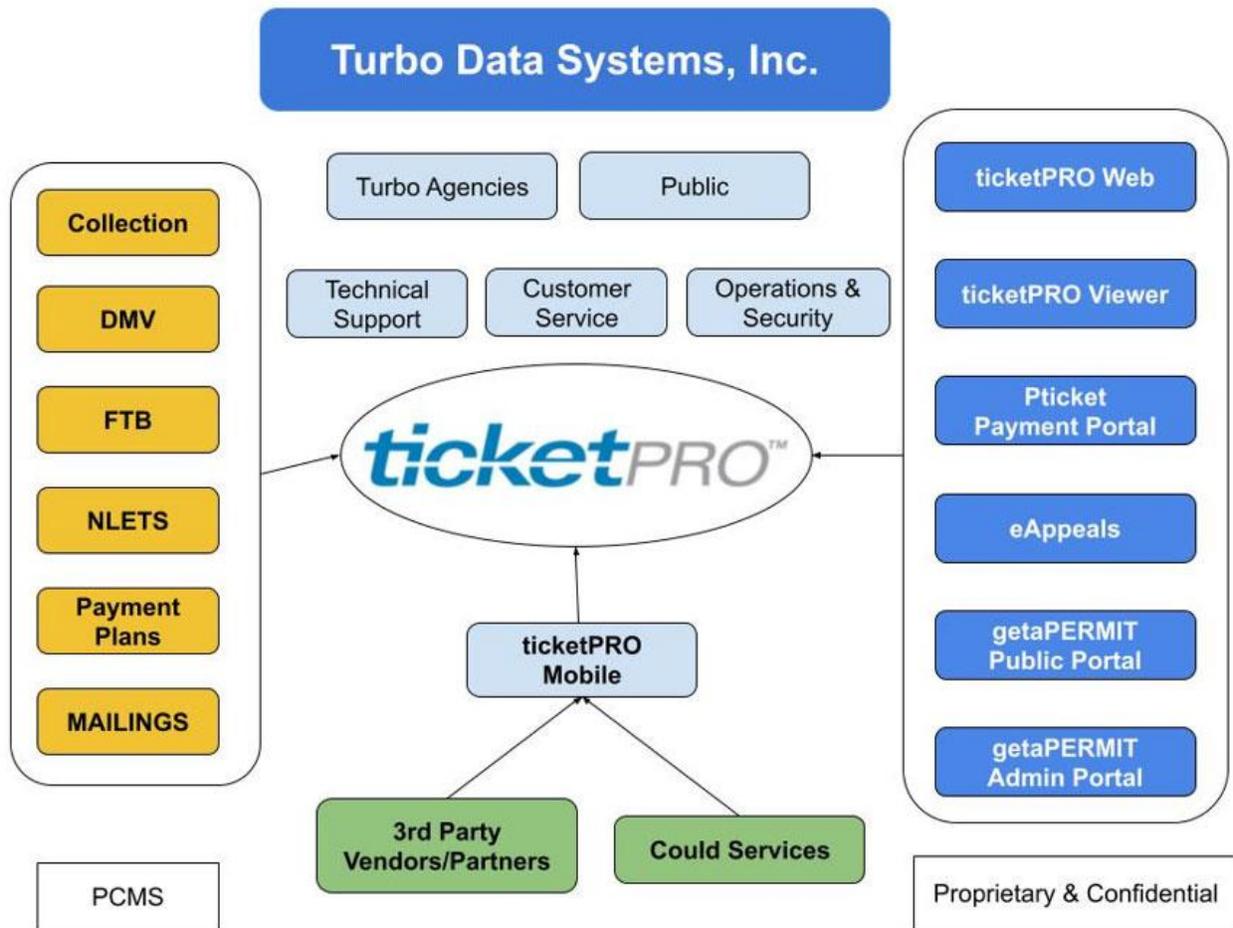
Sharon Watroba serves as the project manager for the development group and provides technical and installation support.

Since 1990, she has worked out of our corporate office in Orange County and has maintained and developed technical solutions for the company. Ms. Watroba has put extensive analysis and development effort into keeping the citation system current with the new features and enhancements implemented over the years. Ms. Watroba’s roles include Program Maintenance and Development, Database Management, Processing Support, Technical Training and Support, In-House Technical Support, and Server Management.

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# Turbo Data Systems ticketPRO™ platform



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### Third-Party Vendor Integration

Turbo’s ticketPRO™ platform is designed to support numerous industry leaders, offering customers seamless integration for various pay-by-plate, pay-by-space, and other parking transaction lookups and validations. These integrations enable the enforcement team to validate a plate or space in real time. Officers also have the option to access a color-coded list of plates or spaces that indicates which vehicles or spaces have expired or are nearing expiration.

Additionally, our collaboration with leading ALPR vendors, such as **Genetec** and **Vigilant**, allows for an efficient connection between the data collected by the ALPR system and the ticketPRO™ mobile platform. This integration enables officers to issue tickets within seconds of an ALPR-confirmed hit.

Below is a list of our current partners. If the city requires integration with other vendors not mentioned here, we are more than willing to establish new partnerships and facilitate the necessary integrations.

## Partners List



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# Parking Citation Management System PCMS

## Automated Transfer and Upload of Citations

*ticketPRO™ Mobile* customers enjoy immediately uploading citations as they are written. The app prevents user errors, as all required information must be collected during issuance. Ticket data and photos are transferred immediately after printing. If there is poor connectivity or reception, the app will retain the data until the conditions improve. Efficiency and speed are a big part of the app, allowing ticket issuance in about 15 seconds.

## Data Entry from Manual Citations

Manual citations are forwarded to TDS via mail or scan. The agency may send citations via email and/or an FTP drop option. All manual citations are entered within two business days of receipt, and scanned images of manual tickets are linked to each citation record for quick viewing access. TDS encourages agencies to send manual citations daily, if possible, to facilitate easy payment/appeal access for the public. All citation transactions are entered with tight controls to prevent errors.

Each batch of citations is entered into a log for tracking through the process. The date of receipt and who received it, the data entry operators' ID, and the date it was keyed, the count of citations in the batch, the filing person's ID, and the date it was filed are all tracked on the log. This citation batch log is updated as the batch goes through the process. The log is a tool for supervisors to verify that all work is completed promptly. Editing capability allows corrections for all citation information fields.

Manual citations not processed due to incorrect or missing information are returned to the city for clarification.

Entry of disposition and other non-citation information is also a critical step in the processing cycle. Citations dismissed by city staff are updated to reflect the reduction or cancellation action that has been taken. Also, suspensions and extensions are recorded in writing when the city requests them. Dismissals, suspensions, and extensions are processes that can be performed either by city staff or by TDS.

TDS scans all manual citations and is easily accessible by the city using our ticketPROWeb and Online Appeals systems.

TDS files all hard-copy citations and can provide these documents upon request by the Agency.

## Correspondence Processing

A courier picks up mail weekly from a Post Office Box provided by TDS. The mail is brought to the Santa Ana office, where the payments are immediately processed. All information entered is updated in real-time. All mail received at TDS is sorted by category (payments, correspondence, etc.). Correspondence related to citations is opened and forwarded immediately to the appropriate department for further investigation by staff experienced in identifying and separating contesting information from complaints.

All correspondence is processed within two (2) business days of receipt. Envelopes for all correspondence are stamped with the date received and kept with the source documents to validate the posting dates used for processing.

Upon receiving unidentifiable payments or incomplete information from a citizen, TDS staff requests additional information or documentation when necessary. All correspondence mailed to citizens on behalf of the Agency is automatically laser-printed by the system and documented in the system for future reference.

All correspondence to the public provides complete citation information, the amount due, and payment instructions. A bar-coded, pre-addressed stub is included for payment and documentation return.

### **Vehicle Change of Ownership/Rented Vehicles**

Daily updates are performed on citations when a change of ownership or notification of a rental with bona fide proof is received. All prior name information is kept on the system for historical reference. Once these updates are made, another notice is mailed to the new responsible party.

### **Payment Processing**

Payments are sorted by postmark date and processed each day. Audit controls are in place to ensure accountability of all transactions and monies for payment processing, from initial receipt through final resolution and filing.

TDS staff do all payment processing in-house. Payment batches are balanced and reconciled at three separate steps of our process. Payments are processed into the system within two (2) business days of receipt. To reduce the number of refunds required to be processed by the Agency's finance department, TDS does not accept duplicate payments or payments attempting to be made toward already closed citations.

All payment documents are stored in an easily retrievable format. They are kept for two years and then periodically shredded.

### **Unmatched Payments**

Our system accepts payments for citations that are not yet in the system. Basic information about the citation is entered into the database with the payment. Upon receipt of the original citation, the basic information entered with the payment is compared for accuracy and merged with the issued citation, and all other data fields are updated.

### **Depositing of Agency Funds**

TDS scans checks and deposits parking funds into the city's bank account or an escrow established by TDS for the City. This method is safe, secure, and efficient. If the city chooses to deposit directly into their account, check scanning hardware and software is provided by the city.

### **Credit Card Payments**

TDS provides a toll-free telephone number for the public to inquire and take credit card payments on citations. Credit Card payments are accepted 24/7. This number is unique to your city. When callers reach this service, customized city agency information is provided. Pre-recorded agency information includes the address for mailing a payment, making internet payments, instructions for contesting a citation, and instructions for correcting equipment violations.

This system also offers options for reaching a customer service representative. The system secures immediate authorization from the processor and updates the citation status immediately. All TDS credit card processing platforms (Web and Phone) are PCI compliant.

For web payments, an email with the payee's unique confirmation number/payment information is generated. The monies collected are processed into a merchant account established by the city. TDS performs daily reconciliations to validate all credit card transactions.

### **Registered Owner Name Retrieval**

TDS has a direct online interface with the California Department of Motor Vehicles (DMV) for retrieving registered owners' names and addresses for California vehicles. Requests for registered owners are submitted to the DMV each business day. Multiple citations issued under one plate or VIN may have different registered owners depending on the issue date of the citation. Most registered owner information is retrieved within 24-48 hours of entering a citation.

During the name retrieval process, the vehicle make on file with DMV is obtained and compared with the make from the original citation. Discrepancies are reported and investigated to ensure the license has been entered correctly. Upon correction, the citation is again eligible for DMV name retrieval through our automated system.

Also, the whole vehicle identification number (VIN) and the registration expiration date are retrieved during the name retrieval process. This allows for comparing the last four digits of the VIN on the citation with the VIN from the DMV and the registration expiration date on the citation with the registration expiration date at the DMV. These are essential tools to verify that the license plate on the citation was recorded correctly and that the correct violator is pursued.

When a name and address are unavailable from the DMV on the first inquiry, multiple attempts are made until we successfully obtain an R/O or at least nine (9) attempts. Corrections are made when necessary, and the DMV name retrieval process continues. This process has ensured accuracy and increased our DMV Hit and collection rates.

Updates are conducted on citations when a change of ownership or notification of a rental with Bonafide proof is received. All prior name information is kept on the system for historical reference. Once these updates are made, another notice is mailed to the responsible party.

### **Out-of-State Registered Owner Name Retrieval**

A Registered Owner inquiry is generated for citations issued to vehicles registered outside California. TDS currently has agreements to retrieve registered owner information from all DMVs in the United States, Washington DC, and Canadian Provinces that allow retrieval of registered owner information.

TDS is a strategic partner/member of Nlets (National Law Enforcement Telecommunications System), like CLETS, but on a national basis. Nlets allow electronic access to vehicle information registered by owners in all 50 states. Non-California registered owner names are retrieved quickly and without delay. All specific out-of-state activities (generation of inquiries, sending inquiries, update of citation records with name and address information) are functions of the out-of-state process and happen automatically. We have direct access to the NLETS network via a site-to-site VPN. NLETS require stringent security controls that we must comply with, as well as annual and multi-annual audits.

### DMV Registration Holds/Releases

TDS can inquire about/update DMV records and Disabled Placards on demand based on the Agency's request. This eliminates the need for issuing abstracts on closed citations. The DMV is notified each business day to modify the amount due on citations already on DMV hold that receive a partial payment. DMV Status Reports are published monthly for citations placed/released from DMV hold. A report of payments made at the DMV is provided to the Agency for reconciliation.

### Custom Notices and Letters

Our professionally printed notices are in color and designed for ease of reading, important information to the public, and containing all information required by the California Vehicle Code. Our notices meet all current requirements for size, proportion, and weight as defined by the USPS.

TDS provides all notices, letters, and postage and mails them using first-class mail. Parking and Administrative violation notices are sent according to their Agency-determined schedule. All mailings are imprinted with the post-net barcode and FIM markings as requested by USPS. Using the Postal Service National Change of Address (NCOA) database allows TDS to ensure the most rapid and accurate delivery of notices.

This feature allows the new address of respondents who have moved (and filed a notice with the USPS) to be directly printed on the notice form as it is mailed, eliminating the time delay usually encountered by the mail piece going to the old address, getting a forwarding sticker, and then going to the new address.

Mail returned as undeliverable is tracked and identified as returned mail on the inquiry screen. All notices contain information required by the California Vehicle Code or Agency Municipal Code.

<b>Included Notice Form Information</b>	
<ul style="list-style-type: none"> <li>• Issuing Agency &amp; Description</li> <li>• Phone Number for Inquiries/Questions</li> <li>• Registered Owner Name &amp; Address</li> <li>• Property Owner or Violator/Tenant</li> <li>• Vehicle State &amp; License Plate Number</li> <li>• Vehicle Registration Expiration Date</li> <li>• Vehicle Make/Color/Full VIN</li> <li>• Citation Number, Issue Date &amp; Time</li> <li>• Violation Location</li> <li>• Notice Mailing Date</li> <li>• Violation Description</li> </ul>	<ul style="list-style-type: none"> <li>• Due Date</li> <li>• Amount Due Before Due Date</li> <li>• Amount Due After Due Date</li> <li>• Consequences of Late Payment</li> <li>• Consequences of No Payment (DMV Hold)</li> <li>• Scofflaw/Repeat Offender Repercussions</li> <li>• Payment Mailing Address</li> <li>• Return Envelope</li> <li>• Payee Name</li> <li>• Inquiry/Payment Website Address</li> <li>• Instructions to Clear/Contest Citation</li> </ul>

A unique feature of our system is the ability to modify the agency-specific text printed on the notice. This allows the Agency to change the text should policies or procedures change (e.g., hours of operation, etc.).

TDS has contracted with InfoSend, Inc. to print and mail our notices since 2004. We electronically transmit our notice files, and they duplex and color print, fold, stuff, and mail our notices out of their facility with their modern and very rapid equipment multiple times each week. InfoSend, Inc. mails out over 35,000 letters and notices for us each week. Their main production facilities are in Anaheim, California, and they serve clients, including municipalities. They provide a backup facility for printing and mailing. Working with InfoSend, Inc. allows us to take advantage of their ability to pre-certify addresses using the USPS NCOA database. Utilizing a vendor specializing in mailing services increases our compliance with ever-changing postal regulations. It ensures our notices get into the mail stream faster and with the most accurate postal barcoding.

**Client Online Access – ticketPRO™ Web**

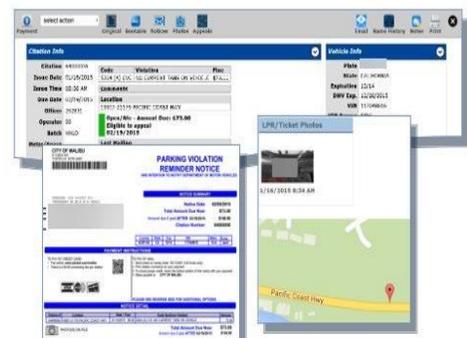
Cloud-based access is available to the city 24/7 using a web browser and a secure Internet Connection. Real-time access offers our clients the most current database information. All transactions, such as citation records, payments, dismissals, administrative adjudication information, notes, registered owner information, and all other citation data, are immediately displayed and can be printed if desired.

*ticketPRO™ Web* allows information retrieval by citation, license plate, ID, location with wild-card search, name, and VIN. The search results can be sorted or used to select individual citation details, plates, or registered owner names. Results can be filtered by citation status types of All, Open, Delinquent, and Closed. Searches can also be done using predefined or custom date periods.

City personnel can easily inquire about and update citation information using a single interface. Authorized staff can complete dismissals, administrative holds, payments, extensions, and fine reductions. All access is granted using role-based security controls (RBAC). For audit tracking, each transaction is stored with the ID of the person entering the transaction. Dismissals, administrative holds, and payments can be entered with a prior received date. Partial payments and write-offs can also be entered through this system.

Our citation details screen includes all relevant information on each citation.	
<ul style="list-style-type: none"> <li>• Citation Date/Time</li> <li>• Violations and Fines</li> <li>• Location of Violation</li> <li>• Current Status</li> <li>• Vehicle Information</li> <li>• Notices Mailed and Dates</li> <li>• DMV Vehicle Make</li> </ul>	<ul style="list-style-type: none"> <li>• DMV Registration Expiration</li> <li>• DMV Registered Owner Name/Address</li> <li>• Responsible Party Name/Address</li> <li>• Contesting Dates and Results</li> <li>• Payment and Collections History</li> <li>• DMV Vehicle VIN</li> </ul>

The citation details screen contains all pertinent information on each citation:



## Online Access to the public - pticket.com

**pticket.com** is a public website customized for each customer with image branding capabilities. It provides the public with online inquiry, payment capability, and online appeal access to contest their parking citations. Information provided to the public includes:

- Citation information
- Adjudication information
- Contesting information
- Pay single or multiple citations.
- Printable Forms
- View Photos

Citizens accessing the [www.pticket.com](http://www.pticket.com) website will find only specific information related to City of Redondo Beach citations. No other agency data will be displayed. City of Redondo Beach agency graphics (logos, banners, etc.) are used to compliment the agency website or identity. It includes web pages with content unique to the Agency. These pages are customized to reflect the desired information about your parking and administrative citation program. - contesting, payment options, forms, etc.

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Data security is provided using the highest industry SSL encryption. **pticket.com** is PCI compliant. To redirect the public, an address link can be placed on the City's website.

**Online Appeals:** Through the [pticket.com](http://pticket.com) website, we provide an integrated online appeals process that is entirely paperless. The system is dynamic in preventing late appeals from being submitted, saving the City time, money, and resources. Once citizens submit their electronic appeals and upload any desired documents, the appeal becomes available for review. A confirmation of each submitted appeal is emailed to the appellant. The citation process is suspended pending review of the appeal, saving considerable processing effort and time. City personnel can review all processed appeals and decisions at any time.

All results and critical dates for initial reviews and hearings are viewable on [pticket.com](http://pticket.com), including the written reasons if the citation is upheld. Result and notification letters are automatically mailed as per CVC 40215's requirement.

## Customer Service Center / Processing

TDS Customer Service Representatives are available during regular business hours (8:00 a.m.–5:00 p.m.). TDS employs and trains staff to respond to calls received in English and Spanish. Assistance is available for Administrative Citations, Parking Citations, and Permits. Call center representatives also support the public on permit inquiries via email.

We provide in-house training to all our Customer Service staff, allowing them to provide general information on city policies and procedures and research information to respond accordingly.

In addition, the staff is trained to manage complaints professionally and provide information on all levels of the administrative adjudication process. Where specified information on violations, code compliance, or property inspections is necessary, our representatives will refer callers to the appropriate city department number and office location.

TDS can enter 'Notes' on a citation record or permit account when calls are taken that provide specific information helpful for future reference. The city and TDS staff can view and print all entered 'Notes'.

Supervisors within the Customer Service Department can monitor all calls received. This is helpful not only for training purposes but also for support should the call be escalated.

### Interactive Voice Response Systems (IVR)

TDS's interactive Voice Response system (IVR) provides real-time, detailed citation information linked to the Agency's database. Each caller has the option of hearing the information in English or Spanish. The IVR allows parking citation recipients 24/7 access (with a brief interval of maintenance occurring between 12:00 midnight and 1:00 a.m.). The public can inquire by citation or license plate number and obtain the issue date, citation number, delinquent date, and amount due on all open citations.

The system has the unique ability to relay contesting status on citations in the adjudication process.

Pre-recorded, agency-specific information includes a greeting, the address for mailing a payment, making a payment over the Internet, contesting a citation, and correcting equipment violations.

Options for reaching a Customer Service Representative are also available through this system during business hours.

### Staff Support

TDS provides in-house staffing for all aspects of parking citation processing during regular business hours. The city's contract administrator and all designated city staff are provided with direct phone numbers and emails for all key contacts.

User manuals for the citation system are provided during training sessions, and all steps required to access and use system information are identified.

Initial training is provided for all systems to be used. Throughout the contract term, the city receives additional training as requested.

## Technical Support

TDS provides City staff with telephone support between 8:00 am and 5:00 pm Pacific Standard Time (PST), Monday through Friday, except TDS' holidays. Multiple direct contact numbers for key staff and management are provided. Our staff follows up on client requests to ensure an effective solution is provided promptly. We can conduct remote support sessions with permission to assist or train users when necessary.

Email support is also available during normal hours and monitored by key personnel before and after hours and on weekends. TDS provides special customer service and technical support emails viewed by primary staff and operations to ensure requests are responded to quickly, usually in minutes.

## Partial Payments and Returned Checks

A second notice is mailed for bounced checks (adding a returned check charge to the system established by the Agency) and for the balance due on partial payments or payment plans. If no payment is received on these second notices, the system processes the citation through the penalty phase and additional notifications.

## Due Date Extensions

The system can accept suspensions or due date extensions when the Agency requests. The city or TDS can enter these upon request.

## Payment Plans

TDS has a payment plan to support AB503 legislation. The plan considers indigent and non-indigent individuals. Plan requests will be submitted to the Agency for review/approval/denial.

TDS will mail correspondence of the Agency decision. Payment Plans will support recurring payments, waive fees for the indigent, plan length, and minimum payments due. If a plan defaults prior, the system automatically resumes the citation process (DMV, Collections, etc.). TDS provides required city-specific online information or city links for AB503 indigent payment plans on [pticket.com](http://pticket.com).

## Processing of Administrative Review Requests

Our Administrative Appeals process was designed to save our clients significant time. It relieves the staff of the day-to-day clerical tasks associated with the process and provides an organized, efficient, and professional way to process their appeals.

TDS's administrative Appeals processing tracks relevant dates, automatically interfaces with and updates the citation system, provides adjudication status on our IVR (automated telephone system) and [pticket.com](http://pticket.com) (public website), and mails all notifications. We also schedule hearings and mail all required hearing notifications.

### Benefits of Using TDS' Adjudication Services

- Automatically tracks each citation through the adjudication process
- Dispositions (liable, not liable, liable for a reduced amount, etc.) are updated automatically
- Custom decision codes entered online
- Automatically post refunds to the citation database on dismissed citations that are already paid, and generates a request for refund
- Automatically tracks due dates for contesting as described in CVC 40215 by interacting with the citation database and the specific citation data
- Interacts with other automated systems - IVR and public website - [pticket.com](http://pticket.com)
- Public can appeal online with the ability to upload photos and documents
- Agency can perform paperless online reviews and decisions through [eAppealsPRO](http://eAppealsPRO)
- Provides specific status on IVR and [pticket.com](http://pticket.com) on contested citations for the public
- Automated hearing scheduling
- TDS staff works directly with the hearing officer and Agency when scheduling in-person
- hearings Automated letter mailings which include decisions codes at 1st and 2nd level and hearing notification letter which provide specific date, time, location, and directions to the hearing

This service has proven successful because appeal information is easily accessible in the parking citation database. The system tracks all adjudication activities in real-time; therefore, they are available to the public 24/7 online and by telephone.

The system tracks information pertaining to each citation contested through the administrative adjudication process and allows for updates as each citation progresses through the contesting steps. The Administrative Review and Hearing Tracking System is fully integrated with the parking citation database and has complete inquiry capabilities.

The process starts with TDS entering all mailed-in Initial Review requests into the system. Citation activities are stopped at this point from progressing further in the citation process (no notices, etc.). The Agency determines the disposition of each contested citation. A decision code corresponding to a brief description of the reason that will appear in the result letter is selected. The reviewer can edit decision codes or enter custom decisions from scratch. Once saved, the system automatically activates the citation and sends a result letter with information about the decision and the amount due.

The adjudication system's reporting includes a monthly report on Outstanding Administrative Reviews and the Administrative Adjudication Services report, which provides a summary of the adjudication activities for the month.

### Hearing Scheduling Services

Payment of the citation fine is required at the time of hearing entry. In the case of indigence, the system allows an override to accept the hearing request without payment of the fine. Hearing information and documentation is prepared in advance of the hearings.

In-person and telephone hearing requests receive a hearing date notification letter with detailed instructions for the scheduled hearing. If requested, the appellant is allowed one rescheduling. Once the hearing is rescheduled, a new hearing date notification letter is mailed with the new date and time.

Hearing schedules are available online for Agency viewing. Reporting for the Administrative Hearing portion of the system includes a monthly report of Hearing Results by Violation and a report of Outstanding Hearing Requests.

## Hearing Officer Coordination

TDS coordinates with the Agency on hearing location, dates, and times for parking citation hearings. Hearings are scheduled within the guidelines of California Vehicle Code 40215 and the Agency's municipal code.

The hearing examiner receives a packet containing a cover sheet and all documentation required for each hearing. The hearing examiner records the decision for each hearing. The Hearing Officer selects from a hearing disposition code list and enters the results electronically. TDS mails result letters and files any required documentation. Hearing examiners can benefit from using the latest eAppeals application, which provides access to first and second-level detailed information and photos in one single interface.

TDS staff ensure that both the Hearing Officer and a room are available three (3) weeks before scheduling hearings and before mailing Hearing Notification Letters to the citizens. Hearing information and documentation are prepared in advance of the hearings. TDS will notify the agency and Hearing Officer of any hearing rescheduling.

When a liable decision is appealed further through the court system, TDS will provide the Agency with all related documents for the Agency to appear in court. Information regarding court appeals is also tracked in the system for each citation.

## Hearing Officer

TDS staff coordinates with an independent Hearing Officer (provided by TDS) regarding the dates and times for hearings to be scheduled. All Hearing Officers contracted by TDS have met the requirements for Hearing Officers as outlined in the California Vehicle Code Section 40215.

## Court Appeals

Hearing letters that find the contestant liable will provide the time, court address, and phone number where the appellant can file a civil appeal. Upon notification of TDS by the court or agency of an appeal to the court, TDS will promptly provide all required contesting documents to the agency. If the court favors the contestant, TDS will notify the agency of any undeposited parking penalty plus a filing fee for a refund. If a citation is upheld, TDS will continue to pursue any unpaid penalties on behalf of the agency.

The status of court decisions (court requested date; court decision and date) is tracked in the agency's TDS inquiry system.

## eAppealsPRO - Online and Scanned Appeals

Through the pticket.com website, we provide a completely paperless integrated online appeals process. The system is dynamic in that it will prevent late appeals from being submitted, saving time, money, and resources. Once they have submitted their electronic appeal and uploaded any desired documents, confirmation of each submitted appeal is emailed to the citizen.

The citation process is suspended pending review of the appeal, saving considerable processing effort and time. Agency personnel can review all processed appeals and decisions at any time. All results and key dates for initial reviews and hearings are viewable on pticket.com, including the written reasons if the citation is upheld. Result and notification letters are automatically mailed as per the requirement of CVC 40215.

The Agency can review the submitted online appeals through our online review system, including uploaded files and photos. Mailed appeals are scanned and added for an entirely *paperless* appeal review process. The list of prior citations, original citation image (paper ticket), appellant documents, phone notes, and agency notes for all citations issued for the same license can also be viewed.

For our clients that use *ticketPRO*™ Mobile handheld ticket writers, citation photos taken are accessible to each online appeal. Notices are automatically stopped at appeal submission and activated when the online

decision is made.

All appeal and decision documents are stored electronically in **eAppealsPRO** for immediate access and viewing by the Agency. Results can be filtered by violation, decision reason, etc. Additional documents may be added for appeals continuing to the hearing level.

### Reporting

TDS provides its customers with a dedicated website accessible to authorized personnel. This site offers access to parking-related information and resources that are available 24/7. TDS will provide the Agency with a wide variety of electronic reports. Over 40 standard reports are generated. Custom reports can be created upon request at no additional cost to the Agency. The frequency of reports generated can be on a one-time-only basis, monthly, weekly, or as the Agency desires. Authorized Agency staff are provided with a unique login and password. These reports are provided in PDF format and can be viewed and printed. Reports can be viewed 24/7 and remain online for at least five (5) years.

TDS has created a **turboINSIGHTS** Dashboard to provide analytics and immediate information on statistics and performance measures for officers and the department as a whole. Various areas of focus are available, and more are being added. This is a must-see and must-have tool, and we look forward to demonstrating the various parking and permit reports available.



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# Citation Collections Services

## Special Collections and Delinquent Follow-Up

TDS provides two special collection programs to help maximize collection efforts. Our delinquent collections processes have been designed to deliver maximum revenue for our Agencies with minimum costs.

Parking citation collections do not proceed until after citations have been through the DMV hold process or cannot be held at the California DMV. This allows the DMV process to collect a maximum before moving to collections. DMV holds last up to 18 months.

While other vendors offer low-percentage collection pricing, they often collect much earlier in the citation timeline or provide little more than another mailed notice or both. TDS uses the highest-quality collection service to get consistently high results. More importantly, we successfully collect more citation revenue before entering special delinquent collections.

## Innovative Collection Services

Innovative Collection Services (ICS) has provided supplemental collection services since 1996. The ICS system is fully integrated with our citation system, allowing for easy retrieval of parking citations and collection agency data.

Incoming new accounts, payment, and “stop” information transmitted from the citation system are monitored and validated to ensure accuracy. ICS collects citations considered otherwise non-collectable. Violators become responsive when a collection agency becomes involved, resulting in payments that normally remain uncollected.

## Franchise Tax Board

TDS also provides collections through the Franchise Tax Board Interagency Offset Program. We comply with all requirements set forth by the FTB for the Interagency Offset Program and provide all the necessary resources so that you do not have to.

For all FTB-qualified citations, TDS:

- Combines all citations by the responsible party into single accounts.
- Retrieves Social Security numbers.
- Mails the pre-intercept notice to each registered owner. No multiple notices are required.
- Process the mailed payments and enter FTB intercept payments.
- Handle all calls from the public.
- The public may also make credit card payments online at [pticket.com](http://pticket.com).

We have provided this service to our customers since 2007, and it has been proven to maximize citation collection rates for all participating agencies. Every agency that has participated in this program has continued to use it every year thereafter. All FTB-qualified accounts that remain unpaid are sent to the FTB to be ready for the submission of State tax returns. The FTB will send all intercepted funds directly to the City. TDS will receive the offset funds electronically, update the system to show the accounts/citations as closed and perform an ongoing reconciliation for the City.

TDS notifies the FTB of any interim payments received and reports them to the FTB so they can close the account on their system.

# Citation Issuance Hardware and Software

The hardware required for mobile enforcement will depend on the agency's chosen options. Turbo Data offers top-quality hardware for smartphones and printers, including rugged devices from Samsung and Zebra for the two-piece option. The all-in-one **ticketPRO™** nFORCER device is also available. Verizon, AT&T, and FirstNet connectivity options ensure optimal coverage.

<p>Smartphone</p> <ul style="list-style-type: none"> <li>• Samsung XCover6 Pro</li> <li>• (L-6.65 x W-3.15 x 0.39 in) Weight-8.29 oz</li> <li>• Display 6.6 inches</li> <li>• Android 12 + with One UI 6</li> <li>• Storage 128GB</li> <li>• Battery Li-Po 4050 mAh, removable</li> <li>• GPS, Wi-Fi, Bluetooth</li> <li>• 4/5G</li> <li>• Push-to-talk (PTT) button</li> </ul>	
<p>Printer</p> <ul style="list-style-type: none"> <li>• (5.9 in. L x 4.7 in. W x 2.4 in. H)</li> <li>• Weight 1.39lbs/0.63 kgs</li> <li>• Android, Apple iOS</li> <li>• 3250 mAh Battery</li> <li>• IP54 rated</li> <li>• MIL-STD 810G certified</li> <li>• Tolerance of multiple drops from 6.6 ft./2 m to concrete</li> <li>• Simple easy-to-read LCD</li> <li>• Print speed Up to 5 in per second</li> </ul>	

## Mobile App

The ticketPRO™ Mobile app is designed to work in real-time but also supports offline mode in cases of weak reception or communication. In offline mode, the app will create and print tickets, including images. Communication with the server will be delayed until communication has been re-established. This automatic process runs in the background and involves no user intervention. Depending on the signal level, features such as GPS lookup, LPR, and plate search may be disabled with a visual indicator. There is a validation and a handshake process between the device and the server to ensure that pending tickets have been processed.

## Technical Support and Response

We understand that the enforcement team needs support and quick response while in the field. To accomplish this, all ticketPRO™ Mobile devices are equipped with Mobile Device Management (MDM) software, which gives the support team immediate access to the device. Many activities can be performed remotely, including device connectivity with the printer, software installation and upgrade, device reset, training, collection of diagnostics information, file transfer, etc.

Furthermore, our app has a built-in support tool that allows the user to send a support email for a specific citation or to report any issues. This email supports sending correction requests by the officer as an alternative to voiding a citation.

Customer service monitors such requests and performs the needed correction to the citation, which triggers an automatic Notice of Correction to be sent.

## Hardware Warranty



The Zebra ZQ511 printer comes with a standard two-year warranty covering materials and workmanship defects, beginning on the date of shipment. However, the warranty does not cover batteries or printheads, which are considered consumable. A one-year warranty covers Zebra batteries, and a six-month warranty covers printheads.



Smartphone Warranty: Samsung XCover6 PRO

24 months - Our warranty covers manufacturer defects, motherboard failures, DOA (dead on arrival), software malfunctions, etc.; it does not cover user-inflicted errors, including liquid, impact, sun exposure, etc.

TDS will pay for return shipping. We will inspect the device to determine the nature of the issue and replace it if it qualifies. If not, we will issue a salvage value payment for user-inflicted errors and submit an invoice for the replacement.

## ticketPRO™ Mobile

ticketPRO™ Mobile was designed and developed by TDS to provide our customers with the best possible enforcement experience. It focuses on efficiency and error-free processes to ensure a fast and dependable environment. It empowers the enforcement team by giving them real-time current and historical plate and citation information while connecting to integrated cloud-based resources to validate parking payment transactions.

There are various hardware choices to meet the city's needs. A two-piece option with a smartphone and printer or an all-in-one model.

ticketPRO™ Mobile has capabilities never offered before in citation issuance products. The concept is revolutionary and incomparable to other solutions in the parking industry. It is based on a "smart app" design that uses native smartphone technologies and features for both **Android and iOS devices.**

ticketPRO™ Mobile has helped many customers improve their parking operation. Field enforcement staff appreciate all the features that it offers. Over the years, we have observed an increase of 20% in issuance volume for many customers. Below is a brief list of the many features:

### notifyLPR -ALPR Integration (Genetec, Vigilant, Tannery Creek, and Quest Solutions)

With one button push, our exclusive notify feature allows the ALPR vehicle to transfer vehicle hit info, **violations**, and photos onto a ticketPRO™ Mobile unit to print the citation. The ALPR vehicles also receive active permit status from our **getaPERMIT** application for real-time virtual and standard parking permit enforcement.

### Advanced On-Board LPR - AI

There is no need to type in Plate, State, Make, or Color. Enforcement users snap a photo of the vehicle; an AI analyzes the image and auto-populates the information to start the citation. The app performs seven steps with a single picture snap, saving the officer precious time. We have reduced the time to issue a ticket to 15-20 seconds, depending on the type of violation.

### Permit Lookups and History

With TDS' Permit Management, Physical and Virtual parking permits are automatically searched and reported to each ticketPRO™ Mobile device and the mobile ALPR solution.

## Live, Always Connected Device

Citation data and photos are transferred to and from all handheld units into our server in real-time. The agency and the public will have immediate access to information and payment. No workstation computer is needed, and no batch process will be required. Furthermore, the public can pay or appeal their citation immediately after issuance. This improves customer service and eliminates the frustration of waiting a few days before someone can pay for their ticket.

### Pay-by-plate/space Integration.

It integrates with pay-by-plate and pay-by-space systems, which provide real-time reporting to the officer to determine whether the vehicle paid or added additional time to its parking session. Vendor list below.



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### Real-time Scofflaw and VIP Alerts

Scofflaw and VIP alerts notify the issuing officer of five or more previous violations or other vital information, even if updated on the same day. City staff can easily add plates with specific instructions, and the officer will be alerted immediately when the same plate is used.

### Real-time Meter and Permit Lookup

Meter and permit information from the agency can be integrated and used during issuance for lookups and validation.

### Meter Mapping

By entering or scanning a meter number only, violation and location are automatically filled in, saving issuance time.

### Real-time Data Sharing to All Units

All units can share citation data information, even if issued within minutes by another handheld.

### Sticky Fields

The user can easily set the Location, Violation, and Comment to remain for the following issued citation. This is ideal for Street Sweeping enforcement.

### Ticket History, Retention, and Lookup

The system allows for automatic notification if a ticket is about to be issued to a plate previously cited or warned. The information from the previous ticket is used to populate the current ticket information.

### Marking/Chalking

The software tracks vehicles by time, zone, location, or photo. Chalk alerts and Maps show expired vehicles and locations.

## Shared Chalks

Enforcement staff can retrieve chalk records from other units on the same day to allow for continuous enforcement when shifts and staff changes occur.

## Live Software Support to Each Device

Our infrastructure allows us to interact remotely with each device. This is used for training and troubleshooting, even while in the field. Our support staff also performs software upgrades remotely.

## Issuing tickets and Warnings

Officers can issue warnings and tickets for different violations simultaneously, saving time and providing a public service for citizens.

## GPS/GIS

Citations are automatically geo-tagged and mapped on ticketPRO™ Viewer and *turboINSIGHTS* for Agency access.

## Scofflaw Report

A scofflaw file and a scofflaw report are generated each day. The file contains the most current habitual offenders and is used by ticketPRO™ Mobile and ALPR vehicles. The reports are updated daily for manual use. Taking advantage of multi-agency contracts, TDS can provide a combined scofflaw list.

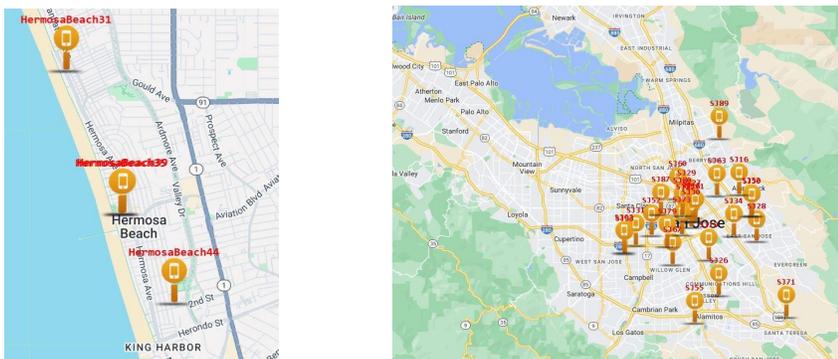
TDS also provides a detailed scofflaw report containing vehicle location information, which includes all license plates with five or more delinquent parking violations.

## Tow Agency Notifications

Email notifications with maps, photos, issued citations, and amounts due can be sent directly to a designated tow company or police department contact.

## Visual Reporting/ Mapping

**fieldTRACKER** is a workforce activity tool showing live devices and issuance activities with options to filter by officer and devices. Historical information is available for a specific date, along with login/logout, count of tickets, and locations. A playback feature is also available to show and analyze office routes.



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## Support Features

Our support offering includes constantly monitoring device vital information such as storage, battery, memory, and other resources. Our support team can instantly connect to any device in the field to provide training, troubleshoot, or perform software updates. Our solution offers an always-connected device independent of the City's network.

Call or email directly from the device:

- Remote Control/ In-field Support
- Unattended Software Development & Upgrades
- Quick & Easy Recovery
- Hot Swap Program to Ensure Continuous Operation
- Phone/ Email Support
- Proactive Notifications from Device to Support Team



Email support is also available during regular hours and monitored by key personnel.

# Parking Permit Management System



TDS offers a comprehensive residential permit solution that is comprised of a self-service web application accessible to the public and city staff. This is a very customizable solution that supports city-specific content, information, and activities. The public can register for a new portal account, which can be used to view profiles, applications, history, and vehicles, obtain guest permits, and pay online. The system allows permit renewal by letter generation and mailing or electronic notification. TDS can assist the city with creating email campaigns to improve customer service and communication. It is a complete solution with flexibility to help the city address its parking permit needs and provide convenience to the public.

**getaPERMIT** is a cloud-based solution that simplifies managing and maintaining residential permit issuance and enforcement while adhering to city policies and ordinances. Required documents can be collected during the registration and application process and digitally viewed and maintained by the city and/or TDS during the verification process.

The permit management system is scalable and is designed to handle multiple permit types:

- Multiple physical permits and multiple combinations (bumper sticker, decal, hangtag)
- Virtual Permits - use vehicle license plate
- Guest permits
- Overnight permits
- Multiple residential zones/ districts
- Annual residential permits
- Business parking permits
- Lot Permits
- RV permits
- Yard sale permits
- Discount permits for qualified applicants.

Permit pricing can be tiered-structured or prorated. Special exceptions and discounts can be allowed. Our permit program is customized to fit your needs. Our system will enable TDS and designated city staff to issue and administer permits as needed.

City users will have the option of waiving permit costs and override permit limits.

Tier pricing example:

Agency-A allows four residential permits per household.

The first two permits are charged \$50. Permit 3 is \$100, and Permit 4 is charged at \$200.

Prorate pricing example:

Agency-B residential permits are priced at \$100 at the beginning of each year.

They are reduced by \$25 each quarter; for example, the residential permit price is reduced to \$50 from July to September.

Our system will allow TDS and designated city staff to issue and administer permits as needed. Our permit program services both online and manual permit processing.

## TDS Permit Services

Manual processing of mailed-in (TDS) and over-the-counter (City) applications includes:

- Mail retrieval daily by TDS
- Opening and sorting of incoming documents
- Data entry by TDS
- Revenue collection and daily payment reconciliation
- Review of account and permit documents
- Notifications by email of approval or rejection
- Permit validation
- Fulfillment mailing for permit decals and hangtags.

## New Account Process

An applicant will visit the URL assigned to the specific city to register for a new account and upload the required documents to establish the account.

## New Permit Application

After registering for a new account, the applicant would order the necessary permit and upload any required documents for the vehicle (usually the vehicle registration).

## Document Validation

Depending on the city's choice, both TDS and the city can verify the required documents. Account holders will be notified when their account and application(s) are approved so they can sign back in to pay for the requested permit(s). Rejected accounts and applications will also result in email notification notifying the account holder of further actions or corrections needed.

## Mailed-In Applications

Applicants also have the option to mail in their account and permit application along with the required documents. TDS will create an account, order the requested permits, and notify the account holder when to log in and pay for permits when payment is required.

All mailed-in, online, and over-the-counter submitted applications and documents will be available for viewing and managing via a single interface.

## Permit Support (Call Center and Email Assistance)

TDS Customer Service Representatives are available Monday through Friday from 8 a.m. to 5 p.m., excluding holidays. We provide in-house training to all our Customer Service staff, allowing them to provide accounts, applications, or permit information. The staff are also trained to handle complaints professionally. TDS can enter "Notes" as calls are taken in instances where specific information will be helpful for future reference. All "Notes" entered can be viewed and printed by the city and TDS staff.

Here are just a few of the many getaPERMIT features:

### **Permit Renewal**

Account holders are notified in advance via email or letter to renew permits that are about to expire. A button is available to guide the user through the process.

The system allows for permit renewal by letter generation, mailing, or electronic notification. TDS can assist the city with creating email campaigns to improve customer service and communication. It is a complete solution with flexibility to help the city address its parking permit needs and provide convenience to the public.

### **Status Notification**

Account holders are notified when their account and application have been approved and if they need to sign back in to pay for the permit. Rejected accounts and applications also result in an email notification notifying the applicant of further actions or corrections.

getaPERMIT websites offer many features to help first-time and return visitors quickly navigate and access the site. Each page can have a custom contest to better communicate instructions, announcements, and policies to visitors. This part is a focal point during the planning and implementation and can be changed anytime.

### **Website Branding**

Our permit solution supports image branding features to ensure visitors have reached the correct website. The URL link would be set as oc.getapermit.net, and customized graphics would be used.

### **Multi-lingual Support**

The getaPERMIT website supports multi-lingual translations to help non-English speaking citizens or visitors.

### **Public Online "Self-Help" Access**

The public will access their account profile in the permit portal to add/remove vehicles, order permits, check the status of previous orders, change their account password, delete or resume pending applications, view their account, and pay for their permits.

The getaPERMIT website will accept Visa, MasterCard, or Discover payments. Our permit solution does not hold cardholder data, store, save, or process payments on our servers. It uses a hosted payment system managed by a PCI-compliant merchant/processor. The getaPERMIT website can display descriptions/FAQs related to the permit program, provide forms and instructions for a manual permit application, and provide a link to the city website.

### **City Staff Users**

City users have much more access than the public does. Depending on their role, city users can void permits, change/update the account name, phone number, and email address, add or remove addresses from the database, make an account active/inactive, replace permits, waive permit costs, over-ride the permit limitation, email the account holder using the portal (the email gets saved in notes), add notes to the account and run/save/print reports, and accept credit card, check and cash payments for the permits.

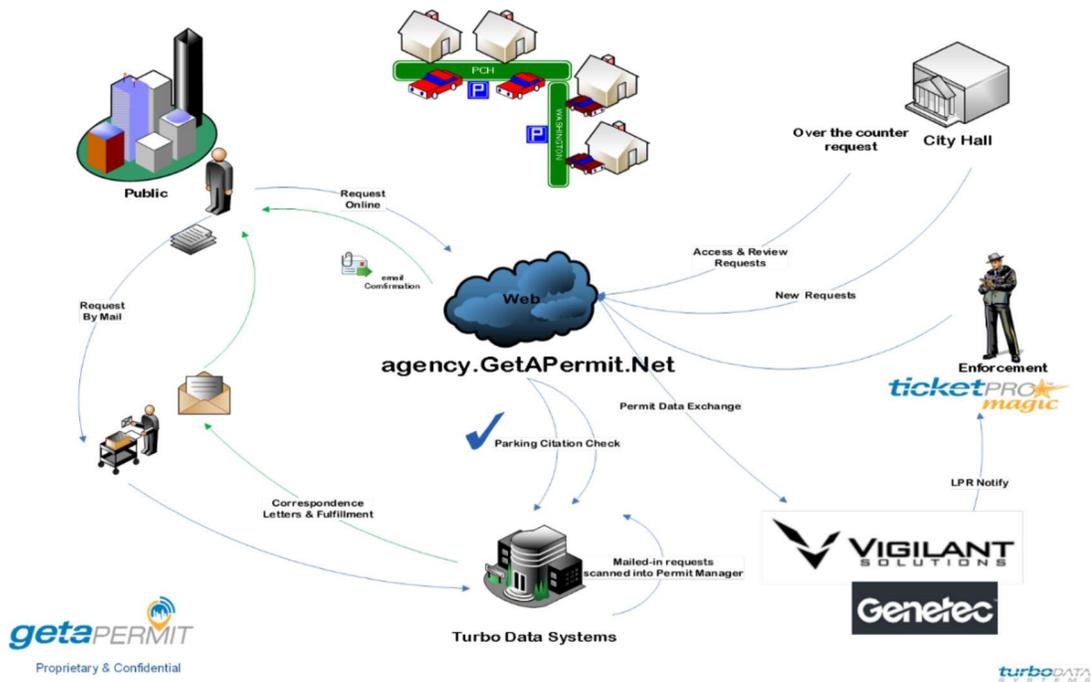
### **Vehicle Changes/ Permit Replacement**

getaPERMIT allows permits to be replaced at a cost or to have the fee waived if the permit is lost or stolen. Permits can also be replaced or transferred to a different vehicle.

### Real-Time Enforcement

The TDS permit management system was designed to interface directly with the ticketPRO™ mobile solution to provide real-time information on parking permits. Officers in the field will be able to check permit status and receive pertinent information regarding annual, monthly, and daily permits, including virtual permits, even on the same day. ticketPRO™ can search for virtual permits by permit number and plate.

getaPERMIT integrates with LPR systems by providing current permit information such as type, status, lost, stolen, temporary, etc. TDS has partnered with an LPR solution provider to provide streamlined enforcement.



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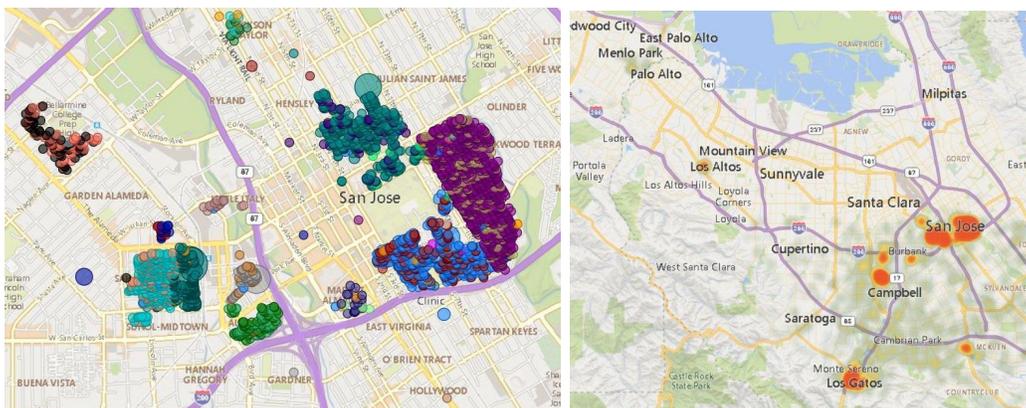
### Unpaid Citation Notification (checkCITATION)

getaPERMIT supports the option to interface with the citation database and reports on outstanding citations. This can prevent the purchase/renewal of a permit once the outstanding citations are paid. Visitors will be redirected to the payment website and then returned to the permit page to continue their purchase. This is also available for city staff with options to override if necessary. Any such action will require a note for future audits.

### Reporting

TDS will provide daily reporting showing the dollar amounts collected and deposited daily. Detail and management summary reporting will be provided online. Monthly reporting will show the number of permits applied for, the number of pending permits, and the number of permits issued. Financial and statistical reports will be customized as needed. Management reports will identify account types and permit activities. Using the admin portal, users can easily report on many types of information, such as account types, account status, permit type, and status. Predefined pages will automatically filter additional data and allow manual filtering as well. For example, filters are available for account information such as type, status, and city zone. For permits, type, status, and city zone are available. Other filters or search criteria can be added.

TDS permits' turboINSIGHTS Dashboard is available and focused on statistical and analytical information. We also offer GIS-based reporting, including heat, bubble, and other mapping options, to help visually identify city permit information. The dashboard provides filters to support account, permit, and status.



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One of the many things that sets us apart from other vendors is that TDS does not outsource Permit Management to a third party. Our getaPERMIT system simplifies permit issuance, management, and maintenance while adhering to city policies and ordinances.

We have successfully transferred many customers to getaPERMIT. TDS will work with the city to review existing data in the current permit operation and extract relevant data such as addresses and zones. We will

handle the import process and ensure all pertinent data is transitioned.

Our permit program will be customized to fit the city's needs. Depending on the city's needs, both TDS and the city can verify required documents (proof of residence verification, vehicle license information, etc.), perform data entry, perform maintenance functions, fulfill permits, and send all necessary mailings.

Account holders are notified when their account and application have been approved and if they need to sign back in to pay for the permit. Rejected accounts and applications also result in an email notification notifying the applicant of further actions or corrections.

All mailed-in, online, over-the-counter submitted applications and documents are available for viewing and managing via a single interface.

### **SMS opt-in Notification Options**

SMS opt-in will be available via the public portal during the account registration. The account holder can change their preference from their profile/account settings later.

## Network and Security Infrastructure

Turbo Data Systems operates its servers from a secure data center, ensuring all applications are accessible via a browser-based interface. All necessary components to support applications, APIs for mobile apps, and vendor integrations are hosted within a private cloud environment, eliminating the need for on-premises servers or hardware.

TDS has a strict internal policy regarding the security of information. Access to information is strictly confined to a select few individuals on a need-to-know basis. Our technology department staff is given access to systems as needed to service the hardware and software and support our ongoing operations.

Agency staff access to our systems requires a unique username and password combination. This access is governed by rules associated with each user's access level within the applications. Role-based access control (RBAC) assigns various roles/permissions. Agency-designated personnel submit requests for new access. All requests are logged and tracked internally. On-demand reports are available to show users' access, roles, and applications.

IT and security personnel prioritize all efforts to maintain security, protect data, and maintain compliance. This includes hardening endpoints and following best practices using reputable hardware and software solutions. Security updates and patches are deployed regularly.

### Data Backup

System backups occur daily and hourly, depending on the critical nature of the data. Additionally, real-time site-to-site replication is scheduled, offering more assurance of protecting critical data. Replication can be set up at three different locations between SOCAL and NOCAL. Backups are scheduled to run automatically, with failed backup alerts sent to IT operations for review and corrections.

### Payment PCI /Security| Multiple merchants | Daily recon

Turbo Data hosts and manages the public payment portal. Each agency is assigned a merchant number for accurate reporting, isolation, and daily reconciliation. Our e-commerce websites undergo monthly intrusion detection and prevention (IDS/IPS) tests to ensure that our firewall and web servers adhere to the Payment Card Industry Data Security Standard (PCI DSS). We also conduct penetration (PEN) testing to validate further and remedy any reported items. We do not capture or process credit card information on our sites. The payment process redirects the visitor to a hosted payment page managed by the credit card merchant. Upon completion of the payment, the hosted page redirects back to the payment site, where we log the activity and update the record status.

TDS' network and security infrastructure provides secure access to all systems, including Agency access to the TDS-hosted applications, public access, and web services to support mobile and integrations. A high-speed, redundant Internet and power ensure availability and accessibility at all times.

Redundant firewalls and network switches provide automatic failover in case of hardware failure and Internet link failover in case of circuit failure. Primary access is provided via a Data Center that offers dependable and highly secure Managed Internet service.

Critical servers are hosted in a Colo-Data center, which provides the following benefits:

- SD-WAN, Fiber, Ethernet & Wireless
- Cutting Edge Infrastructure
- Fully Redundant, Data Grade Power
- Physical and Network Security
- PCI Compliant & SSAE18

Our Santa Ana corporate office also hosts a redundant server and network to enhance business operation and availability.

TDS takes every measure and precaution to ensure the data is managed and appropriately protected. We incorporate high-industry-standard security with SHA256 and RSA data encryption for all our web servers and online systems. Our managed firewalls employ an Intrusion Detection Service (IDS) and an Intrusion Prevention Service (IPS) that continuously updates and refreshes new signatures and threats.

TDS staff and remote customers must connect via an SSL-Virtual Private Network (VPN) with two-factor (2FA) authentication for remote access control and support.

TDS has a fully virtualized infrastructure. We have eliminated our physical server footprint and implemented the latest optimized virtual environment. We have also invested in multi-site SAN technology that provides scalable storage, high performance, and site-to-site replication to protect our critical servers, data, and backups.

### **Email & Endpoint Security**

TDS employs a third-party solution/service that filters out spam, Spyware, and viruses and stores and forwards email in case of failure or network outages. This ensures that emails sent to our clients are spam—and virus-free. All systems, including desktops, Laptops, and servers within our network, have managed endpoint software tools to protect against files, systems, viruses, and ransom attacks. A security operation center (SOC) manages and updates protection policies with 24x7x365 reporting, alerting, and monitoring.

### **Systems and Network Services**

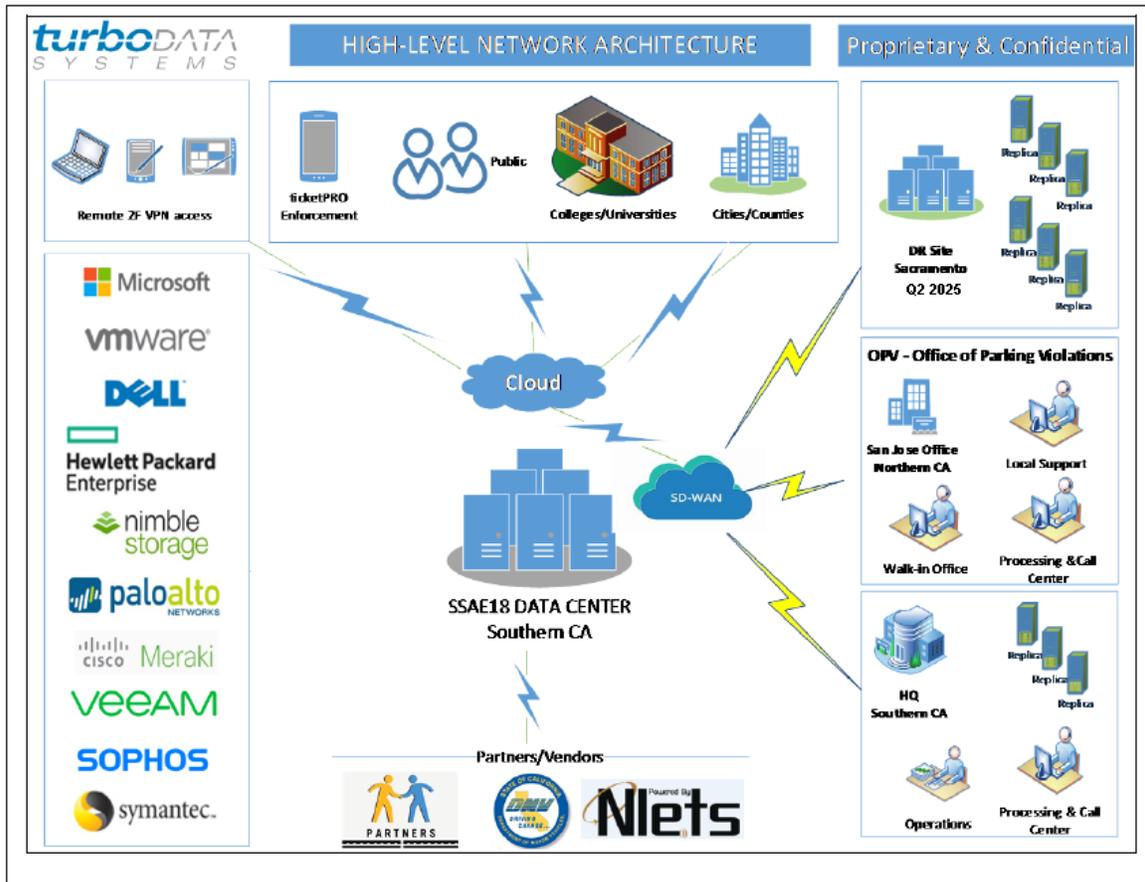
Our core network services are in an SSAE18 Colo-Data center. This is a highly secure off-site facility designed to withstand major disasters. Our equipment is housed in a controlled environment, which provides a complete physical access lockdown.

Furthermore, the redundant power generators, HVAC, and Internet backup guarantee continuous system operation, data safety, and integrity. Facility access requires a physical checkpoint and a bio-scan to enter the server/equipment space. TDS's systems are locked in an unshared space, making external access impossible. Video surveillance cameras are available throughout the facility.

### **Office Security (Santa Ana & San Jose)**

Access cards secure TDS's offices at the building level, allowing entrance only to specific individuals outside of regular business hours. Access cards also secure our suites, allowing entrance only at permissible hours. An intercom system grants access to vendors and visitors after identification by company staff.

Access cards secure the data center, allowing access only to specific individuals. All entries are logged and reviewed regularly. Our suite is also secured by a monitoring service that detects entry and motion during off-hours. Surveillance cameras are throughout the facility, with 24-hour recording and monitoring capability.



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# Implementation Plan

TDS has extensive experience with data conversions. We have been extremely successful in bringing in data from your current vendor for multiple projects. We take all measures necessary to allow for a smooth and simple transition for the city. Managing the scope of a project like this is based on our Implementation Plan, which is outlined below. We have managed many projects like this, including conversions from your current vendor. Our team is very experienced with these projects.

TURBO DATA SYSTEMS, INC. IMPLEMENTATION PLAN	
System Service	Calendar Days to Completion
CITATION MANAGEMENT SYSTEM (PCMS)	30-45 Days to go Live
HANDHELD CITATION ISSUANCE SYSTEM (TPM)	30-45 Days
PERMIT MANAGEMENT SYSTEM (PPMS)	30-45 Days to go live

PARKING CITATION MANAGEMENT SYSTEM (PCMS) IMPLEMENTATION				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Date
TDS REDONDO BEACH	<b>Sign the Contract and determine Go Live Date</b>	Prior to 5/15/2025	0	Prior to 5/15/2025
TDS REDONDO BEACH	<b>Schedule Kick-off Meeting</b>	Prior to 5/15/2025	1	Prior to 5/15/2025
<b>PCMS Implementation Start Date: May 15, 2025</b>				
TDS REDONDO BEACH	<b>Kick-off Meeting</b> <ul style="list-style-type: none"> <li>▪ Introductions, Key Contacts, Project Managers</li> <li>▪ PCMS Implementation Review</li> <li>▪ Overview of existing ticketPRO services/software</li> <li>▪ Review Citation notice, penalty, and collection timeline</li> <li>▪ Confirm Banking process and access</li> <li>▪ Set milestones and completion timelines</li> <li>▪ Confirm all hardware deliverables and criteria for completion</li> </ul>	5/15/2025	1	5/15/2025
REDONDO BEACH TDS	<b>Review/Modify/Order manual citations</b> <ul style="list-style-type: none"> <li>▪ City to order; TDS will assist with proof changes</li> </ul>	5/16/2025	40	6/25/2025
REDONDO BEACH DMV TDS	<b>Vendor transition item</b> <ul style="list-style-type: none"> <li>▪ City to complete online DMV PARC Code forms</li> <li>▪ TDS and DMV will assist with PARC transition</li> </ul>	5/17/2025	30-45	6/17/2025 To 7/1/2025
REDONDO BEACH PRIOR VENDOR TDS	<b>Vendor transition item</b> <ul style="list-style-type: none"> <li>▪ City to obtain Test Citation Data from prior vendor</li> <li>▪ TDS to provide SFTP drop site for citation data files</li> </ul>	5/18/2025	5	5/22/2025
REDONDO BEACH PRIOR VENDOR TDS	<b>Vendor transition items</b> <ul style="list-style-type: none"> <li>▪ Confirm processing cutoff dates with prior vendor</li> <li>▪ Determine cutoff for sending manual/electronic citations to prior vendor</li> <li>▪ Establish new P.O. Box address for mailed processing</li> </ul>	5/20/2025	1	5/20/2025
REDONDO BEACH	<b>Provide violation/ fine schedule to TDS</b> <ul style="list-style-type: none"> <li>▪ Include penalties, NSF fees, other fees</li> </ul>	5/20/2025	5	5/25/2025
REDONDO BEACH	<b>Provide list of back office and front desk/cashier users to TDS</b> <ul style="list-style-type: none"> <li>▪ TDS will set security role options (enter payments; dismiss/reduce, etc.)</li> </ul>	5/20/2025	7	5/27/2025
TDS	<b>Import/test citation data from prior vendor</b> <ul style="list-style-type: none"> <li>▪ Create test conversion data &amp; develop conversion program</li> </ul>	5/23/2025	15	6/7/2025
TDS	<ul style="list-style-type: none"> <li>▪ Enter fine schedule, officers, and user roles into ticketPRO</li> <li>▪ Setup notice scheduling and standard reports</li> <li>▪ Assign agency call center phone number and payment PO box</li> </ul>	5/25/2025	5	5/30/2025
TDS REDONDO BEACH	<b>Review and approve custom notice text</b>	6/3/2025	3	6/6/2025
TDS REDONDO BEACH	<b>Conference Call to review implementation milestones</b> <ul style="list-style-type: none"> <li>▪ Discuss coordination of administrative hearings</li> </ul>	6/4/2025	1	6/4/2025
TDS	<b>Setup online website for payment and information (pticket.com)</b> <ul style="list-style-type: none"> <li>▪ Test Public online payments (pticket.com) and Phone (IVR) payments</li> </ul>	6/5/2025	4	6/9/2025
TDS	<b>ticketPRO Parking Database ready</b>	6/10/2025	1	6/10/2025
TDS	<b>TDS setup phone/IVR and online payment merchant</b>	6/10/2025	7	6/27/2025

TDS REDONDO BEACH	<b>Meeting/Call on Implementation Milestones</b> <ul style="list-style-type: none"> <li>Confirm Status: Remote Bank Deposit access</li> <li>Schedule Date for web training of Agency office/cashier staff</li> <li>Confirm new Citation stock delivery status</li> </ul>	6/11/2025	1	6/11/2025
TDS	<ul style="list-style-type: none"> <li>Setup Adjudication controls, processing parameters and users</li> <li>Setup scheduled jobs for Agency Citation Database</li> </ul>	6/12/2025	2	6/13/2025
TDS	<b>Pticket.com and Phone (IVR) ready for processing</b>	6/15/2025	2	6/17/2025
TDS REDONDO BEACH	<b>Training Date for PCMS</b> <ul style="list-style-type: none"> <li>Online training is available by department and/or individual</li> <li>Additional training as needed</li> </ul>	6/20/2025	1	6/20/2025
REDONDO BEACH PRIOR VENDOR	<b>Prior Vendor Processing Cutoff</b> <ul style="list-style-type: none"> <li>Final complete data files from prior vendor delivered to TDS</li> <li>Forward all unprocessed vendor items to TDS PO BOX</li> <li>Prior Vendor removes all Citation records at Franchise Tax Board Collections</li> </ul>	6/27/2025 or TBD	1	6/27/2025 or TBD
TDS	<b>Load Converted Data with the final complete data file</b>	6/27/2025	3	6/30/2025
TDS	<b>ticketPRO PCMS ready for parking processing</b>	6/30/2025	1	6/30/2025
TDS	<b>Pticket.com and Phone/IVR activated for public</b>	7/1/2025	1	7/1/2025

HANDHELD CITATION ISSUANCE IMPLEMENTATION (TPM)-ticketPRO Mobile				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
TDS REDONDO BEACH	<b>Sign Contract and determine Go Live Date</b>	Prior to 5/15/2025	0	Prior to 5/15/2025
TDS REDONDO BEACH	<b>Schedule Kick-off Meeting</b>	5/15/2025	0	5/15/2025
<b>TPM Implementation Start Date: May 15, 2025</b>				
TDS REDONDO BEACH	<b>Kick-off Meeting</b> <ul style="list-style-type: none"> <li>Introductions, Key Contacts, Project Managers</li> <li>TPM Implementation Review</li> <li>Overview of ticketPRO Mobile</li> <li>ALPR interface (if applicable)</li> <li>Approve new smartphones/printers and/or All-in-One quantities</li> <li>Approve TPM accessories</li> <li>Set milestones and completion timelines</li> </ul>	5/15/2025	1	5/15/2025
TDS	<b>Order new TPM hardware (eta based on availability)</b> <ul style="list-style-type: none"> <li>Smartphones</li> <li>Bluetooth Printers</li> <li>All-in-One nFORCER units</li> <li>Battery Charging bays/Charging Docks</li> <li>Additional agency approved accessories</li> </ul>	5/16/2025	21 to 28	6/5/2025 to 6/12/2025
TDS	<b>Order new TPM supplies</b> <ul style="list-style-type: none"> <li>Citation rolls and envelopes</li> <li>Generic citation rolls available immediately</li> </ul>	5/19/2025	21 to 30	6/5/2025 to 6/15/2025
REDONDO BEACH	<b>Provide Issuance Lists to TDS (excel)</b> <ul style="list-style-type: none"> <li>City Streets and Locations</li> <li>Violation codes descriptions, fines</li> <li>Time marked/chalked zones; names and durations</li> <li>Comments used most often</li> <li>Repeat offender/Escalating fines if applicable</li> </ul>	5/22/2025	7	5/29/2025
REDONDO BEACH	<b>Provide issuing officer/3<sup>rd</sup> party list to TDS</b> <ul style="list-style-type: none"> <li>Full Name, Badge/ID, Department, Phone/email</li> </ul>	5/22/2025	6	5/28/2025
TDS	<b>Install TPM software onto new hardware</b>	6/15/2025	5	6/20/2025
TDS	<b>Deliver citations and envelopes</b>	6/25/2025	1	6/25/2025
TDS REDONDO BEACH	<b>Deliver new TPM hardware to agency</b>	6/25/2025	1	6/25/2025
TDS REDONDO BEACH	<b>Training with PCOs</b> <ul style="list-style-type: none"> <li>New ticketPRO Mobile feature training</li> </ul>	6/25/2025	1	6/25/2025
COMPLETE	<b>TPM implementation complete</b>	6/26/2025	1	6/26/2025

PERMIT MANAGEMENT SYSTEM IMPLEMENTATION (PPMS) - getaPERMIT.net				
Required Participants	Item	Projected Start Date	Estimated Duration Days	Projected Completion Dates
TDS REDONDO BEACH	<b>Sign Contract and determine Go Live Date</b>	Prior to 5/15/2025	0	Prior to 5/15/2025
TDS REDONDO BEACH	<b>Schedule Kick-off Meeting</b>	Prior to 5/15/2025	0	Prior to 5/15/2025
<b>PPMS Implementation Start Date: May 15, 2025</b>				
TDS REDONDO BEACH	<b>Kickoff Meeting</b> Introduce Project Manager and TDS support contacts for PPMS Identify key City contacts to supply permit data and parameters Brief demo of getaPERMIT system access for public and City Confirm required GO LIVE access for Public High level review of Residential and other City permits	5/15/2025	1	5/15/2025
TDS REDONDO BEACH	<b>Permit Meeting with TDS and City contacts review data/parameters needed from City</b> Residential Addresses with zone/district information List of City users for PPMS Detail review and samples of permit types Permit parameters (price, duration, quantity limits, required documents) Permit prorating and/or discounts Replacement/Change fees Existing permit data (accounts, name/addresses, vehicles, permit numbers)	5/16/2025	1	5/16/2025
REDONDO BEACH	<b>Order Permit Supplies for Physical Hangtags/Decals</b>	5/16/2025	30-45	6/20/2025
TDS	<b>Configuration of PPMS</b> Create permit types with parameters Import Address/Zone data Determine City and TDS permit stock inventory Permit inventory stock provided by City to TDS Obtain FAQ permit information from City Setup custom PMS page text for agency	5/17/2025	14	6/2/2025
TDS	<b>PPMS testing and final setup (Residential Permits)</b> Confirm issuance by type, zone, permit sequence Create and confirm permit fulfillment letter design with City Assign payment merchant to agency in PMS	6/3/2025	10	6/13/2025
TDS REDONDO BEACH	<b>PPMS training for agency users</b>	6/20/2025	1	6/20/2025
REDONDO BEACH	<b>Staging/Sandbox PPMS available to City Staff</b>	6/20/2025	10	6/30/2025
REDONDO BEACH	<b>Activate Public Access to PPMS on City website</b>	7/1/2025	1	7/1/2025
PERMITS COMPLETE	<b>PPMS Residential permits ready for public</b>	7/1/2025	0	7/1/2025

# Cost Proposal

## Parking Processing Management

<p>Fee Per Electronic and Manual Parking Citation Issued</p>	<p>\$0.50 – Electronic \$0.70 - Manual</p>
<ul style="list-style-type: none"> <li>• Entry of all citations.</li> <li>• Citation dispositions (bounced checks, payments, extensions, etc.)</li> <li>• DMV interface (r/o retrieval and placing and releasing registration holds)</li> <li>• Toll-free telephone number (for public access)</li> <li>• Multi-lingual interactive voice response system (IVR)</li> <li>• Customer services representatives (8 am – 5 PM, Mon - Fri, excluding holidays)</li> <li>• Daily pickup of payments and other documents from a TDS-provided P.O. box.</li> <li>• Scan and remote deposit checks into the agency's bank account.</li> <li>• pticket.com web pages customized for the agency.</li> <li>• Database maintenance and daily system backups.</li> <li>• Secure cloud access for agency staff.</li> <li>• Documentation and training for the use of the TDS-provided online system.</li> <li>• Ongoing client support and training.</li> </ul>	
<p>Reminder Notices (Notice of Violation)</p>	<p>\$1.00</p>
<p>This includes all forms, envelopes, return envelopes, and printing. Reminder notices are mailed 21 days after issuance or per the agency's timeline. It also includes first-class postage.</p>	
<p>Other Correspondence, Notices and Letters</p>	<p>\$1.00</p>
<p>Includes all forms, envelopes, and printing. NSF letters, partial payments, name and address changes, drive away notice, final notices, DMV hold letters, etc. Includes first class postage.</p>	
<p>Initial Review and Hearing Notices/Letters</p>	<p>\$1.00</p>
<p>TDS mails all initial review results letters, hearing notification letters and hearing result letters as required. All forms, envelopes and printing are included with the mailing. Includes first class postage.</p>	
<p>Paperless Appeals (per Appeal)</p>	<p>\$1.25</p>
<p>This service allows for online submitted appeals and a 100% PAPERLESS appeal system. All mailed-in appeals are scanned into the system and are reviewable by Agency staff using the eAppeals PRO online review system. All appeals are in the same place, and the documentation is saved electronically. A complete history of all appeals, results, and who made the decisions, etc., are always available online for the Agency. Includes Hearing services, scheduling and coordination. Documents for Court provided to agency when required.</p>	
<p>Payment Plan Processing</p>	<p>\$10.00</p>
<p>Payment plan supports AB503 legislation. All payment plan letters will be at the "Correspondence" rate.</p>	
<p>Out-of-State Collections</p>	<p>25% of amount collected</p>
<p>TDS absorbs costs to retrieve out-of-state registered owner information. NLETS electronic access for out-of-state license plates.</p>	

<p><b>ICS Delinquent Collections</b></p>	<p>25% of amount collected</p>
<p>Applies to citations that are past DMV registration hold. Additional penalties applied, and up to two letters mailed from Innovative at no cost to the Agency. Includes taking toll-free phone calls from ICS customers and other follow-up efforts. Payments collected at DMV will not be billed this fee. <b>Cost recovery option available</b></p>	
<p><b>Franchise Tax Board Collections</b></p>	<p>\$2.50 Per Account Letter +15% of amount collected</p>
<p>TDS pursues otherwise uncollectible accounts by retrieving social security numbers from a third party, mailing required pre-intercept letters (no letter fee), and then sending the accounts to the FTB to intercept any state tax refunds or lottery winnings. *This fee is subject to change each new FTB year. <b>Cost recovery option available</b></p>	
<p><b>Credit Card Payments (Internet and Phone/IVR)</b></p>	<p>No Charge to Agency</p>
<p>A \$3.95 convenience fee per citation paid will be charged to the public for this service. This fee covers the cost of ongoing maintenance, support, and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee subject to change).</p>	
<p><b>Banking Options - Agency may Choose from the following:</b></p>	
<p><b>Option 1: Remote (Scan)Check Deposits</b></p> <ul style="list-style-type: none"> <li>• Electronic deposits (scanning checks) into the Agency’s existing bank account incur no monthly fee.</li> <li>• Same day funding credit for bank deposits.</li> <li>• Scanned check images available for investigations.</li> </ul>	<p>No Charge to Agency</p>
<p><b>Option 2: TDS Bank Management</b></p> <ul style="list-style-type: none"> <li>• Process all parking deposits into a separate account set up for the Agency.</li> <li>• Scanned check images available for investigations.</li> <li>• \$5.00 fee per NSF/Chargeback and refund billed to Agency.</li> <li>• Write and send monthly surcharge check to the county based on reporting.</li> <li>• Write a check to TDS for services rendered.</li> <li>• Reconcile the account monthly and provide monthly reconciliation of all activities in the account.</li> <li>• Write a check to Agency monthly for the balance of the funds.</li> </ul>	<p>\$150/month plus bank fees/supplies</p>
<p><b>Customization Charges</b></p> <p>Customization charges will apply for developing any non-standard permit types, parameters, or other requirements not included in the current getaPERMIT system. Estimates for customization costs and date of deployment will be provided before the start of implementation.</p>	<p>\$80 per hour</p>
<p><b>Postal Rate Increase Offset</b></p>	
<p>If postal rates increase during the term of this agreement, fees to TDS shall be raised immediately to offset the effect of the postal rate increase.</p>	

**ticketPRO™ Mobile Enforcement**

**ticketPRO Magic 2-piece (Option 1)**

<b>ticketPRO™ Mobile Solution</b>	
This is a complete solution that includes phone, printer, software, 4G data plan, support and maintenance for a single monthly price per unit. Two printer options are available.	
<b>Initial One-time Fees</b>	<b>Unit Cost</b>
<b>ticketPRO™ Mobile software setup and configuration:</b> Initial setup and installation of software with agency specific information	\$100 per unit
<b>36-Month Lease</b>	<b>Monthly Rate</b>
<b>Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan</b> <ul style="list-style-type: none"> <li>• Samsung Galaxy XCover6 PRO smartphone</li> <li>• Zebra ZQ511 Bluetooth printer</li> <li>• USB C Power Adaptor</li> <li>• 4/5G data plan</li> <li>• ticketPRO™ Mobile parking software</li> <li>• Remote management software</li> <li>• ticketPRO™ Mobile and RM software licenses</li> <li>• Maintenance and support</li> </ul>	\$135 per month per unit
<b>Monthly Lease Details</b>	<b>Rate</b>
<b>Smartphone:</b> Rugged Samsung smartphone or equivalent   High-Res Camera   Military spec. MIL-810G rated   Bluetooth   USB Charging   4/5G LTE   Dedicated Push-to-Talk Button	Included
<b>Bluetooth Printer:</b> Zebra Printer   Includes Lithium-Ion Battery   AC Charger   Belt Clip   2 years Parts & Labor Warranty (1 year on printhead)   Configured to Agency’s ticketPRO™ Mobile system   Additional accessories: spare battery, case with shoulder strap, charging dock are available for purchase.	Included
<b>Managed 4/5G Voice and Data Plan (Push-to-Talk service optional for an additional fee)</b>	Included
<b>ticketPRO™ Mobile Software:</b> Parking Software   Real-Time citation & photo transfer   Live Lookups Built-in LPR   ALPR interface   Electronic Chalking   GPS tagging   Live shared data between all devices   Integration with pay-by-phone and pay-by-plate systems   Scofflaw and hotlist vehicle alerts.	Included
<b>ticketPRO™ Mobile Software Annual License</b>	Included
<b>Remote Management Software Maintenance and Support:</b> Remote servicing and updates   Field support including remote-connect assistance   email support for Agency requests	Included

- Sales tax will be applied to all items listed.
- At the end of the monthly lease, all equipment will be returned to TDS in good working order. If the equipment is not returned, the lease will revert to a month-to-month lease with 30 days’ notice required before turning the equipment in. Minimum 36 months. An early Termination Fee of \$55/unit per remaining month of the lease will apply.
- Rugged Smartphone and printer hardware are subject to availability.

**Disclaimer:**

TDS may subscribe to various third-party software services to automate information input while writing the ticket. These services may include Google Maps, location services GPS, LPR services, and VIN lookups. TDS reserves the right to disable these services in the software should they terminate. These services are integrated into the software for convenience and do not affect the issuance of citations.

## ticketPRO nFORCER-II ALL-IN-ONE (Option 2)

<b>ticketPRO Mobile Solution Option-2 (All-in-one nFORCER-II Print)</b>	
This option is a complete solution that includes phone, printer, software, 4/5G data plan, support and maintenance for a single monthly price per unit.	
Initial One-time Fees	Unit Cost
<b>ticketPRO Mobile software setup and configuration:</b> Initial setup and installation of software with agency specific information	\$100 per unit
Existing Lease	Monthly Rate
<b>Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan</b> <ul style="list-style-type: none"> <li>• All included, all-in-one rugged nFORCER-II (smartphone + printer)</li> <li>• 4/5G data plan</li> <li>• Docking power stations</li> <li>• ticketPRO Mobile parking and/or admin software</li> <li>• Remote management software</li> <li>• ticketPRO Mobile and RM software licenses</li> <li>• Maintenance and support</li> </ul>	
<b>Monthly Lease Details</b>	
<b>Smartphone:</b> Built-in rugged Samsung smartphone or equivalent   High-Res Camera   Bluetooth   USB Charging   4/5G LTE	Included
<b>Printer:</b> Built-in 3" printer.	Included
<b>Managed 4/5G Voice and Data Plan</b>	Included
<b>ticketPRO Mobile Software:</b> Parking Software   Real-Time citation & photo transfer   Live Lookups for prior citations   Built-in LPR   ALPR interface   Electronic Chalking   GPS tagging   Live shared data between all devices   Interfacing with pay-stations, and payment by phone systems   Scofflaw and hotlist vehicle alerts	Included
<b>ticketPRO Mobile Software Annual License</b>	Included
<b>Remote Management Software Maintenance and Support:</b> Remote servicing and updates   Field support including remote-connect assistance   email support for Agency requests	Included

- Sales tax will be applied to all items listed.
- At the end of the monthly lease, all equipment will be returned to TDS in good working order. If the equipment is not returned, the lease will revert to a month-to-month lease with 30 days' notice required before turning the equipment in. An early Termination Fee of \$70 per unit per remaining month of the lease will apply.

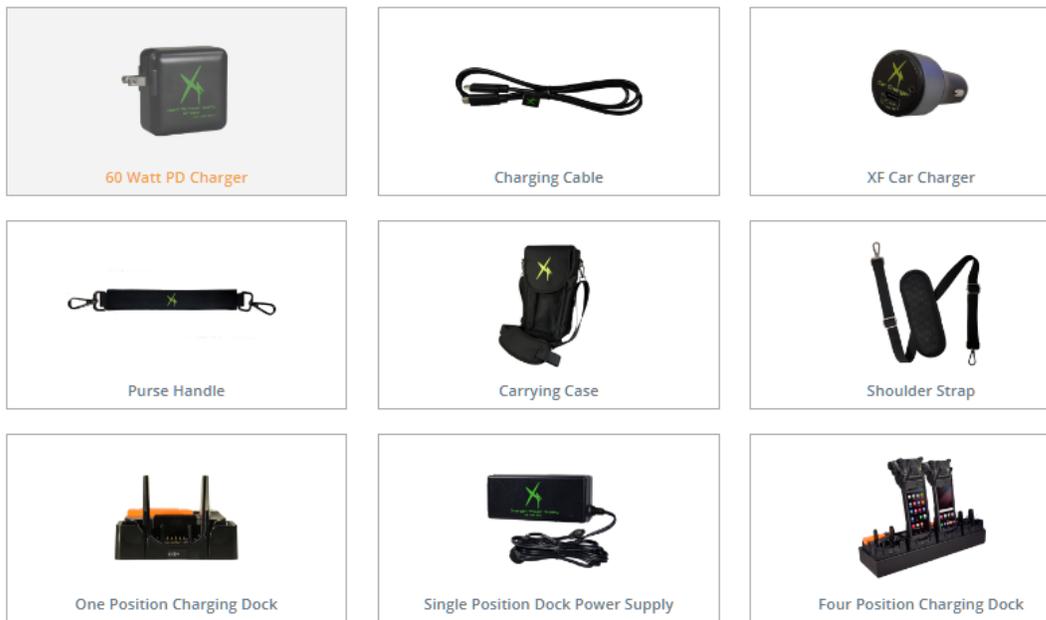
**Disclaimer:**

TDS may subscribe to various third-party software services to automate information input while writing the ticket. These services may include Google Maps, location services GPS, LPR services, and VIN lookups. TDS reserves the right to disable these services in the software should they terminate. These services are integrated into the software for convenience and do not affect the issuance of citations.

## ticketPRO nFORCER-II Accessories and options

Item	Description	Price
1	Single Dock with power supply	\$ 240.00
2	Single Dock without power supply(used with quad base)	\$ 195.00
3	Quad Dock base only	\$ 365.00
4	Quad Dock base with 4-docks installed	\$ 1,147.00
5	Hot swap Battery	\$ 138.00
6	Carry case	\$ 50.00
7	USB Car charger	\$ 55.00
8	USB AC Adapter	\$ 70.00
9	Hand strap	\$ 28.00
10	Top Strap	\$ 28.00

### Accessories



## Parking Tickets Printed Media

### Citations and Envelopes

Citations and Envelopes	
	Unit Cost
TDS can provide Standard or Custom citations and envelopes that are compatible with our ticketPRO Mobile solution, or the city may choose to provide these supplies.	Varies with size and quantity ordered

## Parking Permit Management

PROCESSING FEES – PERMIT MANAGEMENT	
One Time Startup Cost	\$2,500
Includes: Database Creation, System Setup of Tables, Project Management, Client Approval, online training, Web Site branding.	
Custom Software Development – Special Services (If needed)	\$80/Hour
Monthly Service/Cloud-Hosting Fee	\$600
<p>This fee will cover the basic maintenance and availability of the system for the public and the city:</p> <ul style="list-style-type: none"> <li>▪ Online Account Registration.</li> <li>▪ Online Permit Applications by Public &amp; Uploading of Documents.</li> <li>▪ Cloud Document Storage.</li> <li>▪ Allows Agency entered Permit Applications.</li> <li>▪ Dedicated FAQ; Info Panel Updates</li> <li>▪ Unpaid Parking Citation Check; Requires Citation Payment prior to Permit Approval/Issuance.</li> <li>▪ Self-Service Internet access 24/7 for the public to view their permit information.</li> <li>▪ Online Support for the Agency Staff via email 8am-5pm Monday-Friday (excluding Holidays)</li> </ul>	
<b>Permit Fee – Physical Permits (Decals and hangtags)</b> <ul style="list-style-type: none"> <li>• Decals and Hangtags.</li> <li>• Permits issued by agency and/or TDS.</li> <li>• Permit tracking for ticketPRO™ Enforcement Integration.</li> </ul>	\$2.00 per permit
<b>Permit Fee – Digital Permits</b> <ul style="list-style-type: none"> <li>• PDF Digital Permits; Printable paper permits.</li> <li>• Virtual Permits: Vehicle Plate is the permit.</li> <li>• Commonly used for Guest Permits, Temporary Permits, etc.</li> <li>• Permit tracking for ticketPRO™ Enforcement Integration</li> </ul>	\$1.00 per permit
<b>Credit Card Payments (Internet)</b> A convenience fee of 5% of the amount paid will be charged to online customers for this service. This fee covers the cost of ongoing maintenance, agency support and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee is non-refundable and subject to change).	No Charge to Agency
ADDITIONAL SERVICES	
<b>Fulfillment Services (Optional)- Performed by TDS staff.</b> <ul style="list-style-type: none"> <li>• Review/Approval of submitted account documents (physical &amp; digital)</li> <li>• Review/Approval of submitted permit application documents.</li> <li>• Includes manual entry of mailed/mailed accounts.</li> <li>• Permit stock inventory management.</li> <li>• Issue physical permits and deliver via mail with a letter.</li> <li>• <b>First class postage rate will be added per mailed permit.</b></li> </ul>	\$2.75 per permit

<p><b>Mailed Letters/Correspondence</b> This fee will cover the mailing of a single page of information, such as a simple renewal letter or a rejection letter, etc. Other mailings outside of the fulfillment process can be negotiated.</p>	<p><b>\$1.00 per letter (Plus 1st class postage)</b></p>
<p><b>Group Email Correspondence</b> This fee will cover emailing information to a group of accounts, such as renewal reminder, special permit offers, etc. Text to be provided by Customer.</p>	<p><b>\$55.00 per group email</b></p>

## References

TDS currently provides parking citation processing services and permit management to over 150 clients, consisting of municipalities and universities throughout the State of California.

<b>City of Newport Beach</b>	
<b>Janine Williamson</b> <b>Fiscal Specialist/Finance Department</b> <b>(949) 644-3142</b> <a href="mailto:jwilliamson@newportbeachca.gov">jwilliamson@newportbeachca.gov</a>	<b>100 Civic Center Dr.</b> <b>Newport Beach, CA 92660</b>
Newport Beach contracted with TDS in 2016. Before joining TDS, the city used four separate processing companies to complete their parking processing. After a thorough review and multiple interviews, TDS was chosen among 12 major processing vendors. The city averages over 64,000 parking citations, and 5,000 permits annually. Services provided to the city:	
Permit Management + <u>Genetec ALPR</u>	<b>ticketPRO™ mobile</b> ticket writers
Citation Processing	Adjudication with <b>eAppealsPRO</b>
Out-of-state Citation Processing	Innovative Collection Services
Administrative Citation Processing	Franchise Tax Board Services
Credit Card Payment Processing	Parkmobile, T2, Curbtrac, Paybyphone, LAZ
<b>City of San Jose</b>	
<b>Elias Khoury</b> <b>Parking Manager DOT</b> <b>(408) 408-975-3707</b> <a href="mailto:Elias.khoury@sanjoseca.gov">Elias.khoury@sanjoseca.gov</a>	<b>200 East Santa Clara Street, 7<sup>th</sup> Floor</b> <b>San Jose, CA 95113</b>
The City of San Jose joined TDS in 1998. They issue over 210,000 citations and over 10,000 parking permits annually. Here is a list of services provided:	
Citation Processing	<b>ticketPRO™ mobile</b> ticket writers
Permit Management and Fulfillment	Innovative Collection Services
Credit Card Payment Processing	Franchise Tax Board Services
Adjudication with <b>eAppealsPRO</b>	Vigilant ALPR, PassportParking, SPPlus
<b>City of Bellflower</b>	
<b>Brian Mc Nerney</b> <b>Director of Public Safety</b> <b>(562) 804-1424 x 2532</b> <a href="mailto:bmcnerney@bellflower.org">bmcnerney@bellflower.org</a>	<b>16600 Civic Center Drive</b> <b>Bellflower, CA 90706</b>
The City of Bellflower joined TDS in 2015. They issue an average of 30,000 parking citations, and 1,000 parking permits a year. TDS provides the following citation processing services to the city:	
Parking & Administrative Citation Processing	<b>ticketPRO™ mobile</b> ticket writers
Permit Management and Fulfillment	Innovative Collection Services
Online Credit Card Payment Processing	Franchise Tax Board Services
Adjudication with <b>eAppealsPRO</b>	<b>ticketPRO™ mobile</b> ticket writers

*Proprietary and Confidential  
Do not Distribute*

## EXHIBIT "B"

### TERM AND TIME OF COMPLETION

1. Term. This Agreement shall commence on August 5, 2025 and shall continue until August 4, 2028 (Initial Term), unless otherwise terminated as herein provided. This Agreement shall automatically renew for two (2), one- year terms (Renewal Term). 60-days prior to any Renewal Term, Contractor may request, in writing, reasonable price adjustments for its services. However, no price adjustments shall be effective unless an amendment to this Agreement is executed by both parties.
2. Termination. During the Initial Term, either Party may terminate this Agreement by 90-day written notice provided by email, first-class mail, or personal delivery, addressed to the parties below. During any Renewal Term, either Party may terminate this Agreement by 30-day written notice provided by email, first-class mail, or personal delivery, addressed to the parties below. City may terminate this Agreement by providing 10-day written notice to Contractor for the Misuse of Escrow Account as described in Exhibit C, provided the written notice is provided by email, first-class mail, or personal delivery, addressed to the Contractor below.

Contractor: Turbo Data Systems, Inc.  
1551 N. Tustin Avenue, Suite 950  
Santa Ana, CA 92705-8634  
Attn: Elie Sleiman, Vice President  
Email: [elie@turbodata.com](mailto:elie@turbodata.com); [admin@turbodata.com](mailto:admin@turbodata.com)

City: City of Redondo Beach  
Police Department  
401 Diamond Street  
Redondo Beach, CA 90277  
Attn: Lina Carrillo, Senior Management Analyst  
Email: [lina.carrillo@redondo.org](mailto: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.

## EXHIBIT "C" COMPENSATION

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

### Parking Processing Management

Fee Per Electronic and Manual Parking Citation Issued	\$0.50 – Electronic \$0.70 - Manual
<ul style="list-style-type: none"> <li>• Entry of all citations.</li> <li>• Citation dispositions (bounced checks, payments, extensions, etc.)</li> <li>• DMV interface (r/o retrieval and placing and releasing registration holds)</li> <li>• Toll-free telephone number (for public access)</li> <li>• Multi-lingual interactive voice response system (IVR)</li> <li>• Customer services representatives (8 am – 5 PM, Mon - Fri, excluding holidays)</li> <li>• Daily pickup of payments and other documents from a TDS-provided P.O. box.</li> <li>• Scan and remote deposit checks into the agency's bank account.</li> <li>• pticket.com web pages customized for the agency.</li> <li>• Database maintenance and daily system backups.</li> <li>• Secure cloud access for agency staff.</li> <li>• Documentation and training for the use of the TDS-provided online system.</li> <li>• Ongoing client support and training.</li> </ul>	
Reminder Notices (Notice of Violation)	\$1.00
This includes all forms, envelopes, return envelopes, and printing. Reminder notices are mailed 21 days after issuance or per the agency's timeline. It also includes first-class postage.	
Other Correspondence, Notices and Letters	\$1.00
Includes all forms, envelopes, and printing. NSF letters, partial payments, name and address changes, drive away notice, final notices, DMV hold letters, etc. Includes first class postage.	
Initial Review and Hearing Notices/Letters	\$1.00
TDS mails all initial review results letters, hearing notification letters and hearing result letters as required. All forms, envelopes and printing are included with the mailing. Includes first class postage.	
Paperless Appeals (per Appeal)	\$1.25
This service allows for online submitted appeals and a 100% PAPERLESS appeal system. All mailed-in appeals are scanned into the system and are reviewable by Agency staff using the eAppeals PRO online review system. All appeals are in the same place, and the documentation is saved electronically. A complete history of all appeals, results, and who made the decisions, etc., are always available online for the Agency. Includes Hearing services, scheduling and coordination. Documents for Court provided to agency when required.	
Payment Plan Processing	\$10.00
Payment plan supports AB503 legislation. All payment plan letters will be at the "Correspondence" rate.	
Out-of-State Collections	25% of amount collected
TDS absorbs costs to retrieve out-of-state registered owner information. NLETS electronic access for out-of-state license plates.	

<b>ICS Delinquent Collections</b>	<b>25% of amount collected</b>
Applies to citations that are past DMV registration hold. Additional penalties applied, and up to two letters mailed from Innovative at no cost to the Agency. Includes taking toll-free phone calls from ICS customers and other follow-up efforts. Payments collected at DMV will not be billed this fee. <b>Cost recovery option available</b>	
<b>Franchise Tax Board Collections</b>	<b>\$2.50 Per Account Letter +15% of amount collected</b>
TDS pursues otherwise uncollectible accounts by retrieving social security numbers from a third party, mailing required pre-intercept letters, and then sending the accounts to the FTB to intercept any state tax refunds or lottery winnings. *This fee is subject to change each new FTB year. <b>Cost recovery option available</b>	
<b>Credit Card Payments (Internet and Phone/IVR)</b>	<b>No Charge to Agency</b>
A \$3.95 convenience fee per citation paid will be charged to the public for this service. This fee covers the cost of ongoing maintenance, support, and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee subject to change).	
<b>Banking</b>	
<b>TDS Bank Management</b> <ul style="list-style-type: none"> <li>• Process all parking deposits into a separate account set up for the Agency.</li> <li>• Scanned check images available for investigations.</li> <li>• \$5.00 fee per NSF/Chargeback and refund billed to Agency.</li> <li>• Write and send monthly surcharge check to the county based on reporting.</li> <li>• Write a check to TDS for services rendered.</li> <li>• Reconcile the account monthly and provide monthly reconciliation of all activities in the account.</li> <li>• Write a check to Agency monthly for the balance of the funds.</li> </ul>	<b>\$150/month plus bank fees/supplies</b>
<b>Customization Charges</b> <ul style="list-style-type: none"> <li>• Customization charges will apply for developing any non-standard permit types, parameters, or other requirements not included in the current getaPERMIT system. Estimates for customization costs and date of deployment will be provided before the start of implementation.</li> </ul>	<b>\$80 per hour</b>
<b>Postal Rate Increase Offset</b>	
If postal rates increase during the term of this agreement, fees to TDS shall be raised immediately to offset the effect of the postal rate increase.	

## ticketPRO™ Mobile Enforcement

### ticketPRO Magic 2-piece (Option 1)

<b>ticketPRO™ Mobile Solution</b>	
This is a complete solution that includes phone, printer, software, 4G data plan, support and maintenance for a single monthly price per unit. Two printer options are available.	
<b>Initial One-time Fees</b>	<b>Unit Cost</b>
<b>ticketPRO™ Mobile software setup and configuration:</b> Initial setup and installation of software with agency specific information	\$100 per unit
<b>36-Month Lease</b>	<b>Monthly Rate</b>
<b>Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan</b> <ul style="list-style-type: none"> <li>• Samsung Galaxy XCover6 PRO smartphone</li> <li>• Zebra ZQ511 Bluetooth printer</li> <li>• USB C Power Adaptor</li> <li>• 4/5G data plan</li> <li>• ticketPRO™ Mobile parking software</li> <li>• Remote management software</li> <li>• ticketPRO™ Mobile and RM software licenses</li> <li>• Maintenance and support</li> </ul>	\$135 per month per unit
<b>Monthly Lease Details</b>	<b>Rate</b>
<b>Smartphone:</b> Rugged Samsung smartphone or equivalent   High-Res Camera   Military spec. MIL-810G rated   Bluetooth   USB Charging   4/5G LTE   Dedicated Push-to-Talk Button	Included
<b>Bluetooth Printer:</b> Zebra Printer   Includes Lithium-Ion Battery   AC Charger   Belt Clip   2 years Parts & Labor Warranty (1 year on printhead)   Configured to Agency's ticketPRO™ Mobile system   Additional accessories: spare battery, case with shoulder strap, charging dock are available for purchase.	Included
<b>Managed 4/5G Voice and Data Plan (Push-to-Talk service optional for an additional fee)</b>	Included
<b>ticketPRO™ Mobile Software:</b> Parking Software   Real-Time citation & photo transfer   Live Lookups Built-in LPR   ALPR interface   Electronic Chalking   GPS tagging   Live shared data between all devices   Integration with pay-by-phone and pay-by-plate systems   Scofflaw and hotlist vehicle alerts.	Included
<b>ticketPRO™ Mobile Software Annual License</b>	Included
<b>Remote Management Software Maintenance and Support:</b> Remote servicing and updates   Field support including remote-connect assistance   email support for Agency requests	Included

- Sales tax will be applied to all items listed.
- At the end of the monthly lease, all equipment will be returned to TDS in good working order. If the equipment is not returned, the lease will revert to a month-to-month lease with 30 days' notice required before turning the equipment in. Minimum 36 months. An early Termination Fee of \$55/unit per remaining month of the lease will apply.
- Rugged Smartphone and printer hardware are subject to availability.

## Parking Tickets Printed Media

<b>Citations and Envelopes</b>	
	<b>Unit Cost</b>
TDS can provide Standard or Custom citations and envelopes that are compatible with our ticketPRO Mobile solution, or the city may choose to provide these supplies.	Varies with size and quantity ordered

## Parking Permit Management

PROCESSING FEES – PERMIT MANAGEMENT	
One Time Startup Cost	\$2,500
Includes: Database Creation, System Setup of Tables, Project Management, Client Approval, online training, Web Site branding.	
Custom Software Development – Special Services (If needed)	\$80/Hour
Monthly Service/Cloud-Hosting Fee	\$600
<p>This fee will cover the basic maintenance and availability of the system for the public and the city:</p> <ul style="list-style-type: none"> <li>▪ Online Account Registration.</li> <li>▪ Online Permit Applications by Public &amp; Uploading of Documents.</li> <li>▪ Cloud Document Storage.</li> <li>▪ Allows Agency entered Permit Applications.</li> <li>▪ Dedicated FAQ; Info Panel Updates</li> <li>▪ Unpaid Parking Citation Check; Requires Citation Payment prior to Permit Approval/Issuance.</li> <li>▪ Self-Service Internet access 24/7 for the public to view their permit information.</li> <li>▪ Online Support for the Agency Staff via email 8am-5pm Monday-Friday (excluding Holidays)</li> </ul>	
<b>Permit Fee – Physical Permits (Decals and hangtags)</b> <ul style="list-style-type: none"> <li>• Decals and Hangtags.</li> <li>• Permits issued by agency and/or TDS.</li> <li>• Permit tracking for ticketPRO™ Enforcement Integration.</li> </ul>	\$2.00 per permit
<b>Permit Fee – Digital Permits</b> <ul style="list-style-type: none"> <li>• PDF Digital Permits; Printable paper permits.</li> <li>• Virtual Permits: Vehicle Plate is the permit.</li> <li>• Commonly used for Guest Permits, Temporary Permits, etc.</li> <li>• Permit tracking for ticketPRO™ Enforcement Integration</li> </ul>	\$1.00 per permit
<b>Credit Card Payments (Internet)</b> A convenience fee of 5% of the amount paid will be charged to online customers for this service. This fee covers the cost of ongoing maintenance, agency support and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee is non-refundable and subject to change).	No Charge to Agency
ADDITIONAL SERVICES	
<b>Fulfillment Services (Optional)- Performed by TDS staff.</b> <ul style="list-style-type: none"> <li>• Review/Approval of submitted account documents (physical &amp; digital)</li> <li>• Review/Approval of submitted permit application documents.</li> <li>• Includes manual entry of mailed/emailed accounts.</li> <li>• Permit stock inventory management.</li> <li>• Issue physical permits and deliver via mail with a letter.</li> <li>• <b>First class postage rate will be added per mailed permit.</b></li> </ul>	\$2.75 per permit

<p><b>Mailed Letters/Correspondence</b>  This fee will cover the mailing of a single page of information, such as a simple renewal letter or a rejection letter, etc. Other mailings outside of the fulfillment process can be negotiated.</p>	<p>\$1.00 per letter  (Plus 1st class postage)</p>
<p><b>Group Email Correspondence</b>  This fee will cover emailing information to a group of accounts, such as renewal reminder, special permit offers, etc. Text to be provided by Customer.</p>	<p>\$55.00 per group email</p>

2. Collection and Deposit of Funds. A direct deposit system shall be employed for all funds received for payment of citations and parking permits. All deposits shall be made daily, subject to regular banking hours and business days. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposits shall be made directly into an escrow account. Contractor shall perform all reconciliation on a monthly basis, and provide a reconciliation report to the City within 15 business days following the prior month's end.
3. Payment to the City. Contractor's fees for services shall be deducted from the gross monthly revenue collected for the City. Any bank and/or account fees shall also be deducted from the gross revenue. The net revenue due to the City shall be deposited monthly via ACH directly to the City held bank account within 15 business days following the prior month's end.
4. Internal Controls. Contractor shall maintain an effective method of financial internal control procedures. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles.
5. Misuse of Escrow Account. In the event the Contractor misuses funds in the escrow account, Contractor shall reimburse the City for said funds, remit 10% interest on said funds, and pay any associated fees and expenses. Further, Contractor shall be considered in default and City may terminate this Agreement subject to a 10-day written notice to the Contractor provided the written notice is provided by email, first-class mail, or personal delivery, addressed to the Contractor at the notice address in Exhibit B of this Agreement.

## 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.

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR TECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A.** Non-Owned Watercraft - 75 Feet Long Or Less
- B.** Who Is An Insured - Unnamed Subsidiaries
- C.** Who Is An Insured - Employees - Supervisory Positions
- D.** Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies
- E.** Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
- F.** Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement.
- G.** Blanket Additional Insured - Broad Form Vendors
- H.** Blanket Additional Insured - Controlling Interest
- I.** Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers
- J.** Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises
- K.** Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations
- L.** Medical Payments - Increased Limit
- M.** Blanket Waiver Of Subrogation
- N.** Contractual Liability - Railroads
- O.** Damage To Premises Rented To You

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a

watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

#### **B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES**

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

## COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

### D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such

organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

### F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;

- (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts manufacturer, and then repackaged in the original container;
- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition

## COMMERCIAL GENERAL LIABILITY

operations performed by or on behalf of such person or organization.

### 2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

### I. **BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury"

arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### J. **BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

### K. **BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**L. MEDICAL PAYMENTS - INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$ 10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**M. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or

- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

**N. CONTRACTUAL LIABILITY - RAILROADS**

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**O. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



# Request for Proposal

**RFP#2425-005**

## **Parking Citation and Permit Management System**

**Proposals Due: Monday, March 31, 2025 at 4:00 P.M. PDT**

Responses may be submitted electronically through the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

or submitted by courier, mail or in-person to:

City of Redondo Beach  
Robert Norman - Purchasing  
Attn: RFP# 2425-005  
415 Diamond St., Door 1  
Redondo Beach, CA 90277

## TIMELINE

Activity	Date
RFP issued	Thursday, March 6, 2025
Deadline to submit questions	Monday, March 17, 2025
Response to questions (addendum) issued	Monday, March 24, 2025
Proposal due	Monday, March 31, 2025 by 4:00 p.m. PDT
Evaluation of proposals by City staff	April 1 – 18, 2025
Demonstrations/interviews	April 21 – 30, 2025 ( <i>selected Proposers only</i> )
Final vendor selection and contract initiation	May 2025
Contract execution	July 2025

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## 1. Introduction

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The City of Redondo Beach (“City”) is soliciting proposals from qualified companies to provide integrated parking citation and parking permit management services. This includes the processing and collection of parking citations, and the application, payment, and issuance of parking permits. Services shall be provided by a web-based application for use by outside customers and accessible by City staff. It is the intent of this Request for Proposal (RFP) to allow the City to select the most qualified and dependable company to provide this service at a reasonable, fair, and competitive price.

The award resulting from this RFP will be a fixed 3-year contract with two (2) optional 1-year extensions. The initial term is projected to begin July 2025. There is no expressed or implied obligation for the City to reimburse responding organizations for any expenses incurred in preparing proposals in response to this request.

City staff will evaluate proposals submitted. During the evaluation process, the City reserves the right to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, Proposers may be requested to make oral presentations as part of the evaluation process. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the organization of the conditions contained in this request for proposal, unless clearly and specifically noted otherwise in the proposal submitted and confirmed in the contract between the City and the selected organization.

## 2. City Profile

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Redondo Beach is a full-service city that funds and provides proprietary police, fire, and public works departments, two public libraries, a performing arts center, fifteen parks, thirteen parkettes, a large recreational and commercial harbor including King Harbor, a 1,500-slip private craft port, the Redondo Beach Pier and Seaside Lagoon, and a bathing and surfing beach covering approximately 6.2 square miles of land.

Located in the choice coastal edge of Los Angeles County, approximately twenty miles from downtown Los Angeles and seven miles south of Los Angeles International Airport, Redondo Beach has been a preferred resort destination for more than a century and one of the most desirable areas to live in the country. The City’s population has been slowly but steadily growing in the past few years. As of 2020, the Census reports a total population of 71,576. Median home price is approximately \$1.4 million.

Redondo Beach is a “charter city” governed by a council-manager form of government. The Mayor is elected at large, and one Council Member is elected from each of the five City districts. The Mayor and Council appoint the City Manager as the chief administrative officer of the City to guide day-to-day operations.

The City operates a Parking Enforcement Division under the Police Department, with 12 full-time and part-time Municipal Services Officers engaged in parking enforcement activities, with one (1)

Supervisor. The Division also includes one (1) full-time and several part-time administrative office staff. Parking Enforcement staff issues roughly 35,000 citations per fiscal year (July-June) for a variety of parking violations, including the enforcement of nearly 1,300 metered parking spaces in the City's Coastal Zone. Annual revenue from parking citations is approximately \$1.5Million.

The City also administers Parking Meter Permit, Employee Parking Permit, and Preferential Parking Permit programs. The City utilizes Mackay Parking Meters, Vigilant ALPR, Park Mobile and Pay By Phone mobile payment systems, and T2 pay stations. Preferred companies will be those that have the ability to integrate with each of these systems.

Current citations are written by the City's Municipal Services Officers using web-based software that is compatible with City issued mobile devices and portable printers. Ticket information is uploaded directly to the City's current vendor. Citation revenue is received by the current vendor and wired to the City on a monthly basis with reconciliation reports.

### **3. Objectives**

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The overall goal of this RFP is to select a vendor to provide a full parking citation and parking permit management system. In addition, the City is also requesting information and costs for an administrative review and hearing tracking system for citation appeals to assess the functionality, capability, and cost of such a system should the need arise for the City to implement in the future.

The City seeks to improve the ease of use for customers and City staff, increase customer satisfaction, and maintain compliance of parking rules through the implementation of innovative technology. The City is seeking only those companies that are qualified and willing to partner with the City to implement the most efficient and customer-centric parking management experience, with modern equipment and technology to aid City staff in its objective.

### **4. Scope of Work**

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#### **General Overview**

Vendor shall be responsible for provision and maintenance of a web-based customer facing portal for citation and permit payments, software for back-end management of permits and citations, hardware and software for citation issuance, option for entry of manual citations and payment processing for mail-in payments, call center with in-person response for customer questions regarding payment, or web-based support by email, technical support for City staff by phone and email, timely training for City staff on hardware and software including updates, and interface with CA Department of Motor Vehicles (DMV) and CA Franchise Tax Board (FTB).

#### **4.1 PARKING CITATION MANAGEMENT SYSTEM (PCMS)**

##### **Key requirements for the PCMS**

##### **Equipment**

- Mobile handheld ticket writer/printer devices with web-based software for upload of citations

- Web-base software for access by customers and City staff
- Options for ALPR readers

### **Parking Citation Processing**

- Automated transfer and upload of citations issued with mobile handheld ticket writer
- Edit capability to correct dates, duplicate citations, violations codes and fine amounts
- Process for promptly notifying City regarding citations unable to be entered for any reason (no violation code, unreadable license, errors in file, etc.)

### **Data Entry from Handwritten Citations**

- Ability to batch, record and verify receipt of all manual citations within two (2) business days after being received from the City
- Edit capability to correct dates, duplicate citations, violations codes, and fine amounts
- System for filing and storing handwritten citations in easily retrievable format for a minimum of five (5) years

### **Registered Owner Name Retrieval**

- Ability to retrieve data on-line from California DMV and access registered owner information
- Validate DMV car make upon return of registered owner information to ensure proper make of vehicle issued citation

### **Out-of-State Registered Owner Retrieval from State DMV**

- Maintain regularly scheduled communications with DMV offices in all 50 states
- Ability to access DMV registered owner information in all 50 states

### **DMV Registration Holds/Releases**

- On-line access with California DMV for registered owner information, holds and releases
- Process DMV holds or releases
- Capability to release registration holds upon City's request
- Report monthly holds placed and payments made at DMV
- Immediate update of database with monthly payment information from DMV

### **Payment Processing**

- Online portal for payment processing using credit card or ACH
- Acceptance of mail in payments
- Enter and process payments received within one (1) business day, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank deposits
- Daily reconciliation of all payments entered with bank deposits
- Weekly reporting of bank deposits with citation payment detail to the City
- Track rebilling on partial payments, checks returned for insufficient funds, vehicle change of ownership, and leased vehicle information
- Technical support for website customers by phone and email
- Delinquent collections including:
  - Issuance of collection letters/notices

- DMV hold processing
- Participation in the CA Franchise Tax Board (FTB) Interagency Intercept Program for collections

**Toll-Free Telephone Service**

- A toll-free telephone number shall be provided for inquiries, with assistance by a live person, if needed
- Vendor’s Customer service representatives shall be available to provide instructions and information on general parking payment procedures. Parking policy questions can be referred by to the City

**Reporting**

- Regular monthly reports shall be provided for operating, production, and audit functions
- The proposal should include a sample of all reports available
- Duplicate or replacement reports shall be provided to City at no cost
- Web-based access for City staff to generate reports

**Courtesy Notices, Customer Notices and Letters**

- Vendor shall provide the necessary postage, correspondence, and stock forms to meet all applicable requirements of state and local laws regarding citation processing and adjudication
- Proposal shall include samples of mailing and return envelopes
- Vendor will send courtesy notices according to the state and local laws for citation processing
- Vendor will generate delinquent notices after courtesy notices have been liened, and will be mailed at least twice by first class mail to registered owners
- Returned check notices will be mailed by first class mail to individuals immediately upon notification from the City that a check has been returned for non-payment. The notices shall state the amount of original penalty, delinquent amount, and the appropriate returned check fee
- Partial payment notices shall be sent to those who do not pay the full penalty amount by first class mail, and shall indicate the amount that was paid and the remainder that is due
- Vendor must interface with the California Franchise Tax Board (FTB) for final delinquent collections and proposal must include specific report examples of this interface with FTB

**Web-based Online Portal**

- Vendor shall provide a full-service web-based portal for use by outside customers and access by City staff
- The system must provide real time access to all citation information including registered owner information, payment information, and administrative adjudication correspondence history
- Proposal shall include sample pages of the company’s web-based platform

**Support**

- Ongoing support shall be provided City staff to access and interface with the parking citation database
- Vendor shall provide to City staff federal, state, and local legislation information relating to changes that may affect parking citation processing and collections

- Vendor shall provide a user manual that includes step-by-step instructions for accessing computer database information and a list, with descriptions, of any and all codes used in screens accessed by City staff
- Vendor shall assign a specified point-of-contact employed by the vendor to interact with City staff directly on any issues or questions, and will give timely notice to the City of any change to the point-of-contact
- Data migration ability to import data from previous system

#### **Payment to City**

- Collect, track and send monthly payments by wire to the City for the portion of fees belong to the City

#### **4.2 PARKING PERMIT MANAGEMENT SYSTEM (PPMS)**

The Parking Permit Management System (PPMS) would be a software and support solution that shall supply the City and customers with joint access to all parking permit processing functions. The core functionality must include the option to inquire by permit number, license plate number, account number, permit holder name, permit type, and location, at a minimum. Additional functionality shall include the ability to process payments and manage all permit types, amounts, exemptions, and locations.

Software shall be a web-based application and support real-time access for multiple parties and limit permit eligibility by the user-type and/or address. The PPMS must validate documents to establish that a customer is eligible to purchase a permit. Residents must provide a current Driver's License or photo ID and proof of residency (utility bill, lease, tax bill, closing escrow with signatures, or deed of trust) in a Preferential Parking Permit zone to be approved to purchase permits. The City currently operates with physical permits, but the goal is to transition to virtual parking permits tied to license plate numbers.

Vendor shall provide parking permit support services including, but not limited to, customer support, permit fulfillment, permit application review within 48 hours of submission.

#### **Key requirements for the PPMS**

- Online portal for permit application and payment processing
- Permit renewal notices automatically by email and/or text
- Ability to add additional permit types, as necessary
- Ability to create/modify/delete permit zones
- Ability to display all permits issued geographically on a map
- Capacity to evolve with changes in the City's parking permit program, allow for the removal and addition of various parking permit zones, allow residents in preferential parking permit zones to request guest permits online, and allow for other parking permit iterations as may be requested and approved by City Council
- Technical support with response within twenty-four (24) hours by email and phone
- System support for virtual permits (as a future option)
- Initial in-person training for City staff with bi-annual refresher training at no separate cost

- Test environment available or pre-release testing
- Ability to verify vehicle registration information via uploading registration documents or some other means of verifying vehicle registration information
- System database and physical system security must be maintained in such a way as to provide complete confidentiality and protection from unwanted access

### **PPMS Software Specifications**

- Create new permit holder accounts
- Correct, autofill, and standardize address entries
- Validate permit program eligibility based upon supporting documentation
- Approve or deny parking permit applications based on geographical location (address validation) of requested permit or other City-determined factors
- Support rolling expiration dates (e.g. daily, weekly, monthly, annually)
- Support varying exception permit processes and quantity limitations by a designated time period for both daytime and overnight permits
- Restrict or allow multiple permit purchases for the same plate number depending on City rules
- Ability for City staff to view permit applications and documents attached to permit applications
- Ability for City Staff to enter new permits/approve permit requests
- Process payment for permits
- Ability to refund a permit
- Ability to cancel a permit
- Process multiple permit purchases in one transaction
- Retain inactivate permit and account information
- Query by name, account number, permit type, permit number, license plate number, and address
- Add notes to permit accounts
- Editing of any permit field (based upon user-assigned privileges)
- Email letters to permit holders
- Assign permissions to access certain features based on user ID
- Review all user activity within the software
- Run ad-hoc reports on all data fields
- Provide report creating tools with various criteria selections; must be able to export from queries to shapefiles, csv, xml, and xlsx formats
- Provide a variable rate fee structure based on parking permit type including prorations
- Flag names and/or license plate numbers of persons with outstanding parking citations in Redondo Beach

### **4.3 ADMINISTRATIVE REVIEW & HEARING TRACKING SYSTEM (optional)**

Currently the City conducts its own administrative reviews for citation appeals. The City is requesting Proposers to include information and costs for services they may provide for conducting administrative reviews should the need arise for the City to utilize in the future. If Proposer does not provide such services, please state as such in the proposal.

### Key requirements for the Administrative Review and Hearing Tracking System

- Vendor shall provide process for automated notification of administrative review requests
- Vendor shall provide tracking and correspondence for all administrative review and hearing requests
- Vendor shall maintain a database of all administrative review and hearing requests received showing current status of each request and system must be integrated with parking citation issuance and processing system(s)
- Administrative review requests must be entered into the system(s) within two (2) business days from date of receipt
- Vendor shall forward all inquiries regarding citations in the administrative review process to the City for determination
- Vendor shall provide a Hearing Officer and shall schedule administrative hearings, and will then forward the results of the administrative hearing to the City
- Vendor shall provide an option of in-person or virtual administrative hearings
- Vendor will mail letters regarding the results of administrative reviews and administrative hearings
- When a refund is appropriate, the City will issue refund and notify Vendor
- All source documents shall be filed and stored for easy retrieval

## 5. Standard Agreement and Insurance Requirements

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The City of Redondo Beach will utilize its Standard Agreement for Project Services, which is included as Attachment A for reference. **There will be no changes to the indemnification or insurance requirements.**

Companies should make note of Exhibit D Insurance Requirements. Selected vendor will be required to carry at minimum \$2,000,000 Each Occurrence in General Liability Insurance Coverage, along with respective minimums for Automobile and Worker's Compensation/Employer Liability. The City of Redondo Beach shall be included as a certificate holder, with the following required additional insured endorsement language:

*"The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor."*

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

The City's insurance requirements are mandatory and cannot be altered or waived.

## 6. Proposals

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In order to assist in the review of all responses, Proposers are asked to submit the following in their proposal:

- A letter of introduction describing the company, identifying those able to sign on behalf of the company, a contact person, the headquarters of the company, tax identification number, and UEI number (*if applicable*).
- Company background and experience in providing the required services. Company must have provided these services continuously for a minimum of five years.
- Provide a “Scope of Services” complete with descriptive information. Also, provide a list of additional services that company may offer.
- Describe the quality assurance and technical resources of the system.
- Provide all fees and costs associated with services.
- Include a list of all hardware and software provided by the company.
- Provide three current clients as references, with the services utilized, length of service, contact person, title, and telephone number.
- Provide an itemized cost proposal for all services listed in this RFP’s Scope of Work and any additional services the company could provide. Please state on the Cost Proposal if the amount proposed is per item, flat rate or a percentage. Company may also include a separate list of services and fees that may be of interest to the City.
- Provide examples and screenshots of company’s web-based portal demonstrating the various functionalities outlined in this RFP.

## 7. Evaluation of Proposals

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Proposals will be reviewed by an evaluation committee made up of at least four (4) stakeholders within the Police and Finance Departments based on the following criteria. Proposals will be evaluated on the basis of their responses to all provisions of this RFP. The evaluation of proposals and recommendation of how to proceed with any contract award will be carried out by members of an evaluation committee and may involve further discussions with Proposers to clarify items contained in the written proposal.

Review of the RFP will include:

- Reviewing and evaluating all proposals for completeness and conformance with the proposal specifications contained in the RFP and eliminating those which are found to be non-responsive.
- Committee shall evaluate and score all eligible, responsible and responsive proposals received in response to this RFP. The City is not obligated to select the lowest cost proposal. Contract award will be made to the most responsive and responsible Proposer whose proposal represents the best overall value to the City by taking into consideration the evaluation criteria set forth in this RFP.
- Conducting any meetings or discussions with Proposers for the purpose of clarification
- Issuing a recommendation regarding an award of contract
- Evaluation of the proposals by the committee shall include, but not limited to, the following criteria:
  - Quality, clarity, completeness, responsiveness of proposal

- Knowledge of and past experience with similar projects
- Qualifications of the company and assigned staff
- Appropriateness and acceptability of collection plan or approach
- Reasonableness of cost to the City
- Quality and utility of web-based portal
- Results of interviews, presentations, and demonstrations
- Demonstrated ability to work in a cooperative and collaborative manner with clients
- Responses from references
- Compliance with RFP specifications
- Size, location, and financial stability of the company

Final approval of any contract award recommendation will be contingent upon review and approval by the Redondo Beach City Council.

## **8. Questions and Communications**

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**Proposers must submit all written questions and requests for clarification or additional information regarding this RFP by Monday, March 17, 2025,** through the City’s online procurement portal hosted by OpenGov on the City’s website at the following link:

<https://procurement.opengov.com/portal/redondo>

If you have any procedural questions or issues obtaining information or documents, please contact:

Robert Norman  
 Purchasing Administrative Analyst  
 E-mail: [robert.norman@Redondo.org](mailto:robert.norman@Redondo.org)  
 Telephone: (310) 697-3128

The City will not respond to questions received after the deadline. Responses to the questions will be documented and distributed simultaneously to all proposers on record through the form of an addendum and posted on the City’s procurement portal hosted by OpenGov on the City’s website.

## **9. Submittals**

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Proposals may be submitted electronically through the City’s procurement portal hosted by OpenGov on the City’s website at <https://procurement.opengov.com/portal/redondo>, or submitted by courier, mail or in-person to:

City of Redondo Beach  
 Robert Norman - Purchasing  
 Attn: RFP# 2425-005  
 415 Diamond St., Door 1  
 Redondo Beach, CA 90277

**The deadline for submission of proposals is Monday, March 31, 2025, by 4:00 p.m. PDT.**

**Responses received after the deadline will not be accepted.**

It is the responsibility of Proposers to ensure that the proposal arrives on time at the right place. Any proposals received after the above time will be disqualified.

All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the City.

The City reserves the right to reject any or all proposals, wave any informalities and minor irregularities, or to select the proposal that best meets the needs of the City, even though it may not be the lowest.

Proposals shall be valid for a period of 180 days. No changes will be allowed following the due date and time.

## **10. Attachment A**

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City of Redondo Beach Standard Agreement for Project Services including Exhibit D Insurance Requirements – follows on next page.

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND \_\_\_\_\_.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ [Type of Entity] ("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*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY OF REDONDO BEACH

[CONTRACTOR'S NAME]

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES**

**CONTRACTOR'S DUTIES**

Contractor shall perform the following duties.

**EXHIBIT "B"**

**SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall commence \_\_\_\_\_, 201\_\_ and expire \_\_\_\_\_, 201\_\_ ("Term"), unless otherwise terminated as herein provided.

**EXHIBIT "C"**  
**COMPENSATION**

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

1. **AMOUNT.** [monthly, hourly, annual amounts, etc.]
2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** [payment terms]
4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor

City

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

**EXHIBIT "D"****INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

**Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

**Deductibles and Self-Insured Retentions**

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



# Administrative Report

H.16., File # 25-1085

Meeting Date: 8/5/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** JOE HOFFMAN, CHIEF OF POLICE

## **TITLE**

APPROVE THE SOLE SOURCE PURCHASE OF POLICE DEPARTMENT DUTY AND PRACTICE AMMUNITION FROM DOOLEY ENTERPRISES, INC. FOR AN AMOUNT OF \$52,762

## **EXECUTIVE SUMMARY**

Approval of this purchase will allow the Police Department to obtain duty and practice ammunition for firearms utilized by the Police Department.

## **BACKGROUND**

The Police Department requires its sworn officers to show proficiency in the use of firearms on a monthly basis for handguns and periodically for shotguns and rifles. Accordingly, the Police Department must obtain sufficient amounts of ammunition to satisfy both the duty and training needs of the Department. Attached is a price quotation from Dooley Enterprises, Inc. for the Redondo Beach Police Department for current ammunition costs, which includes ammunition required by the police academy for new recruits.

A sole source letter by Winchester Ammunition is attached identifying Dooley Enterprises, Inc. as the sole distributor for Winchester ammunition purchases of this type, and size, in Southern California. Winchester maintains geographic sales areas for its distributors and will not allow other distributors to bid inside the Southern California area. The Police Department uses Winchester ammunition due to its reliability, effectiveness, and composition and recommends that City Council approve the proposed purchase.

## **COORDINATION**

The Police Department coordinated the purchase with the Financial Services Department.

## **FISCAL IMPACT**

Funding for the \$52,761.94 purchase of ammunition is included in the Police Department's annual operating budget.

## **APPROVED BY:**

*Mike Witzansky, City Manager*

## **ATTACHMENTS**

- Quote - Dooley Enterprises, Inc., July 17, 2025

- Sole Source Letter - Winchester Ammunition

QUOTE #: 026771

# Price Quote

QUOTE DATE: 07/17/2025

TERMS: Net 30

Cust. ID #: 000446

Type: FET OUT - Agency

County: LOS ANGELES

Ship To: REDONDO BEACH POLICE DEPT

JERROD EVELO - JOHN BANACH

401 DIAMOND STREET

REDONDO BEACH CA 90277 -2836

PHONE: (310) 379-2477 FAX: (310) 372-0167



Here are the requested prices:

## PRICES PER THOUSAND ROUNDS

QUANTITY	SYMBOL	DESCRIPTION	PRICE	EXTENSION
50.000	W9MMLF	9mm 95gr. Lead Free FMJ Zinc Core	\$352.00	\$17,600.00
17.000	W9MM50	9mm 115gr. Full Metal Jacket	\$249.00	\$4,233.00
15.000	W45LF	45 ACP 160gr. Lead Free FMJ Zinc Core	\$464.00	\$6,960.00
14.000	Q4170	45 Auto 230gr. Full Metal Jacket	\$346.00	\$4,844.00
25.000	WM193K	5.56MM M193 55 FMJ WIN LC 20RD	\$460.00	\$11,500.00
2.000	RA12005	12ga. 9 Pellets 00 Buck, Low Recoil (5rds/bx)	\$718.00	\$1,436.00
2.000	AAM127	12ga. 2 3/4" 3dram 1 1/8oz. #7 1/2 AA® Target	\$453.00	\$906.00
2.000	RA12RS15	12ga. 1oz. Slug, Low Recoil	\$744.00	\$1,488.00

### NOTES:

Mark,  
 See above for your quote, and let me know if you have any questions. At this time (which can change quickly) the ammo quoted for Will Call is currently available for pickup after order finalization.  
 Barbara

SUBTOTAL: \$48,967.00

TAX RATE: 7.7500% TAX\*: \$3,794.94

SHIPPING: \$0.00

TOTAL: \$52,761.94

To proceed with the order as quoted, please confirm the details above, and sign & complete below:

Quote is for official department use only Will Call Pickup Date \_\_\_\_\_

PO# (if appl.) \_\_\_\_\_ Authorization Signature \_\_\_\_\_

Date \_\_\_\_\_ Name & Title \_\_\_\_\_



January 14, 2025

To Whom It May Concern:

Dooley Enterprises (Anaheim, CA) is the authorized, sole source, law enforcement distributor for Winchester Ammunition in the state of California.

Sincerely,

A handwritten signature in black ink, appearing to read "George Brennan". The signature is stylized and cursive.

George Brennan  
National LE Sales Manager  
Winchester LE



# Administrative Report

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H.17., File # 25-1090

Meeting Date: 8/5/2025

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**To:** MAYOR AND CITY COUNCIL  
**From:** JOE HOFFMAN, CHIEF OF POLICE

## **TITLE**

APPROVE THE THIRD AMENDMENT TO AN AGREEMENT WITH FLOCK GROUP, INC. DBA FLOCK SAFETY TO IMPLEMENT TWO ADDITIONAL AUTOMATIC LICENSE PLATE READER CAMERAS IN THE HARBOR/PIER AREA FOR AN INITIAL AMOUNT OF \$5,720 FOR THE TERM AUGUST 5, 2025 THROUGH JANUARY 18, 2026 AND \$4,820 PER YEAR THEREAFTER FOR UP TO TWO YEARS, INCREASING THE TOTAL ANNUAL NOT TO EXCEED AMOUNT OF THE AGREEMENT, INCLUSIVE OF ALL AMENDMENTS, TO \$29,820

## **EXECUTIVE SUMMARY**

Approval of the proposed amendment to the Agreement with Flock Group, Inc., (dba Flock Safety) would allow the Police Department, using Supplemental Law Enforcement Services Funds, to expand the City's Automated License Plate Recognition (ALPR) program. Specifically, the amendment would provide for the installation of two additional fixed ALPR camera systems, with live-view video capabilities, at the two entrances to the Marina (Mole D) Parking lot, one on Portofino Way and the other on Harbor Drive. These cameras are expected to provide increased security for the various special events and amenities (both current and future) that are hosted in the area.

## **BACKGROUND**

Flock Safety ALPR systems support proactive policing and investigations by detecting vehicles of interest that have been reported stolen, involved in a crime, or identified for other lawful purpose like the existence of arrest wants/warrant(s) for a person associated with the vehicle. This detection occurs with real-time alert notifications and preserves evidence in an easily searchable format. Flock Safety uses proprietary "Vehicle Fingerprint" technology to not only recognize license plates, but also vehicle characteristics such as color, make, model, and distinguishing features, even in instances where a license plate is obscured or missing. The proposed purchase will add two additional fixed ALPR cameras to strategic ingress points near the waterfront on Harbor Drive and on Portofino Way. These cameras will also provide live-view and recorded video streaming to enhance situational awareness.

In June 2006, the City Council authorized the Police Department's first purchase of a mobile Automatic License Plate Recognition (ALPR) system, which was mounted on a marked patrol vehicle. In November 2018, Council approved the installation of fixed ALPR cameras from Vigilant Solutions at two key intersections: Torrance Boulevard at Prospect Avenue (westbound) and Inglewood Avenue at Artesia Boulevard (westbound). These systems are still functioning, along with a Vigilant Solutions system installed on a Parking Enforcement vehicle. Since that time, the Police

Department entered into an agreement with Flock Safety in January of 2024 to lease fixed ALPR camera systems that were deployed at Pacific Coast Highway at Prospect Avenue, Kingsdale Avenue near Grant Avenue, and Inglewood Avenue near Manhattan Beach Boulevard. In December of 2024, Council approved the installation of Flock Safety systems at Pacific Coast Highway near Anita Street and 190th Street at Inglewood Ave.

To address privacy and transparency concerns, all data collected through the Flock Safety system is owned exclusively by the City of Redondo Beach and is not shared, sold, or commercialized. Access to the system is restricted to designated personnel within the Police Department, and all system usage, including login activity and search queries, is logged for audit purposes. Flock Safety ALPR data is retained for a period of 30-days unless manually retained in connection with a criminal investigation. Security safeguards include encryption of data in transit and at rest, along with two-factor authentication. The system operates entirely on Flock Safety’s cloud-based platform and does not require on-premise infrastructure. It should be noted that facial recognition is not a feature of the City’s ALPR camera system.

Both the proposed expansion of the ALPR system operated by Flock Safety and the Vigilant Solutions fixed-camera systems comply with the provision of California Senate Bill 34 (2015), “Automated License Plate Recognition Systems: Use of Data” per Division 3 - California Civil Code as well as California SB 54 (2017), the “Values Act” defined under Division 7, Title 1 of the California Government Code. These statutes combine to prohibit local law enforcement agencies from using resources, including data systems and surveillance tools, to investigate, detain, or share information with federal immigration authorities, except for other law enforcement or prosecutorial agencies for official law enforcement purposes, or as otherwise permitted by law.

The cost of the original agreement and prior amendments, which include six ALPR cameras and an API interface with Department software platforms, is \$25,000 annually. The third amendment for two new ALPR cameras will incur an additional \$5,720.08 for the initial term of August 5, 2025 through January 18, 2026 and thereafter \$4,820.08 per year. This brings the total annual cost of the Agreement, inclusive of all amendments, to \$29,820.08 and aligns the termination date of the third amendment with the original agreement, which is eligible for up to two, automatic one-year renewals.

**COORDINATION**

This item was prepared in coordination with the Information Technology Department and the Agreement was approved as to form by the City Attorney’s Office.

**FISCAL IMPACT**

The ongoing cost of the amendment is \$4,820.08. Funding for the Agreement is available in the Police Department’s FY 2025-26 annual operating budget through Supplemental Law Enforcement Services Funds (SLESF).

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Third Amendment to the Agreement with Flock Safety, Inc.
- Insurance - Flock Safety, Inc.

- Master Service Agreement

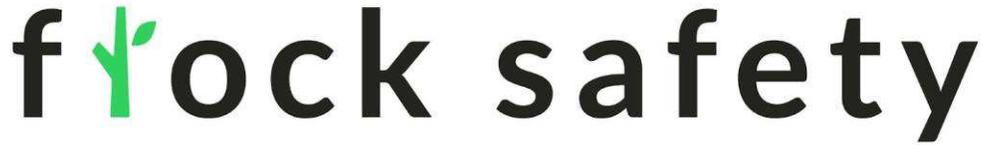
**Flock Safety + CA - Redondo Beach PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Jermaine Johnson  
jermaine.johnson@flocksafety.com  
+19787617903



**THIRD AMENDMENT**

This Third Amendment (the “Third Amendment”) is made between Flock Group Inc., a Delaware corporation (“Flock”) and the City of Redondo Beach on behalf of the Redondo Beach police Department (“Customer”), collectively referred to as the (“Parties”). It amends the previously executed agreement between the Parties dated January 19, 2024, as amended by the First Amendment dated October 2, 2024, and the Second Amendment dated December 17, 2024, and any schedules or exhibits attached thereto or incorporated herein by reference (collectively, the "Agreement" ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment will prevail. Any capitalized terms used in this Third Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Third Amendment is effective the date of the last signature below (the “Effective Date”)

This Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services, and One-Time Purchases listed on the table(s) below are added into the Agreement in its entirety. Any recurring fees added to the Agreement through this Third Amendment will be prorated as of the Effective Date of this Third Amendment. After the current term. Customer shall pay the fees as set forth in the applicable tables pursuant to the terms set forth herein.

Customer:	CA - Redondo Beach PD	Initial Term:	12 Months
Legal Entity Name:	CA - Redondo Beach PD	Renewal Term:	12 Months
Accounts Payable Email:		Payment Terms:	Net 30 from receipt of invoice
Address:	401 Diamond St Redondo Beach, California 90277	Billing Frequency:	Annual
		Retention Period:	30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$4,820.08</b>
<b>Flock Safety Bundles</b>			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	2	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Bundle Implementation Fee	\$900.00	1	\$900.00

<b>Subtotal Year 1:</b>	\$5,720.08
<b>Annual Recurring Subtotal:</b>	\$4,820.08
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$5,720.08

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.*

**TERM AND RENEWAL:** Pursuant to Section 7.1 of the Agreement, the automatic renewal of the entire Agreement as amended is subject to the limitation of three (3) successive automatic terms following the Initial Term. Fees associated with the additional services described under this Third Amendment shall be prorated for the Initial Term as of the Effective Date and billed annually thereafter during each renewal term.

**PAYMENT TERMS:** All payments shall adhere to the terms established in the Section 6 of the Agreement. Fees for the Initial Term shall be invoiced on a prorated basis only. Customer shall remit payment in accordance within Net 30 days of its receipt of the invoice. Any adjustments to fees for subsequent renewal terms shall be subject to the sixty (60) day advance notice requirement set forth in the Agreement. For any Flock Hardware requiring self-installation, the applicable service Term shall begin upon execution of this Third Amendment, prorated to align with the original Effective Date (January 19, 2024), unless otherwise agreed. If the Customer purchases more than one type of Flock Hardware, the earliest term start date shall control. For software-only purchases, the Term shall also begin upon execution of this Third Amendment.

The Agreement as amended shall automatically renew for successive one-year terms commencing on the anniversary of the original Effective Date (January 19, 2024), unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing, automatic renewals shall be limited to three (3) successive one-year terms following the initial term, such that the Agreement shall expire without further automatic renewal on January 18, 2028 (subject to any prorations or adjustments for added services). After the third renewal term, the Agreement may only be renewed manually via mutual written agreement, of the Parties, with any adjusted fees subject to sixty (60) days' notice.

### **Billing Schedule**

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$5,720.08
<b>Annual Recurring after Year 1</b>	\$4,820.08
<b>Contract Total</b>	\$5,720.08

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Long-Range LPR, fka Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powered fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.

## FlockOS Features & Description

FlockOS Features	Description
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**By executing this Third Amendment, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: CA - Redondo Beach PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

PO Number: \_\_\_\_\_



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE – GLASS**
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. PERSONAL PROPERTY**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**
- N. UNINTENTIONAL ERRORS OR OMISSIONS**

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

##### **1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### **2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR TECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Employees – Supervisory Positions</li> <li><b>D.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>E.</b> Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</li> <li><b>F.</b> Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</li> <li><b>G.</b> Blanket Additional Insured – Broad Form Vendors</li> <li><b>H.</b> Blanket Additional Insured – Controlling Interest</li> </ul> | <ul style="list-style-type: none"> <li><b>I.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> <li><b>J.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>K.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>L.</b> Medical Payments – Increased Limit</li> <li><b>M.</b> Blanket Waiver Of Subrogation</li> <li><b>N.</b> Contractual Liability – Railroads</li> <li><b>O.</b> Damage To Premises Rented To You</li> </ul> |
|---|---|

**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

- 1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
  - (a) 75 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;

- 2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

## COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

### D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

### F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**L. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**M. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**O. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**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.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB-6T346569-24-I3-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 02 day of November 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

## AGREEMENT

**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; (e) was disclosed pursuant to law, including without limitation the California Public Records Act; (f) was disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of City Council; or (g) was disclosed as part of the City's customary contract approval process. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. However, at least ten days (if legally permissible) prior to any disclosure relating to the Customer, Flock shall provide written notice to the Customer, which shall include a description of the footage intended for disclosure and the proposed recipient(s) of such disclosure, so that Customer may seek a protective order or contest the legal validity of such subpoena or other legal process to the extent permitted by law.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** Reserved.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## **7. TERM AND TERMINATION**

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”).

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may

be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH

AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. 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. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Upon Customer's prior written consent, Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer in accordance with Section 7.2 of the Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD

NW SUITE 210 ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

REDONDO BEACH POLICE DEPARTMENT

401 DIAMOND STREET

REDONDO BEACH, CA 90277

ATTN: LINA CARRILLO

EMAIL: lina.portolese@redondo.org



# Administrative Report

H.18., File # 25-1015

Meeting Date: 8/5/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** JOE HOFFMAN, CHIEF OF POLICE

## **TITLE**

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3296-25 AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER LOCATIONS AND HOURLY RATES FOR THE INSTALLATION OF NEW PARKING METERS ON HERONDO STREET BETWEEN NORTH PACIFIC COAST HIGHWAY AND NORTH FRANCISCA AVENUE, AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FOR INTRODUCTION AND FIRST READING

## **EXECUTIVE SUMMARY**

On June 17, 2025, the City Council adopted the FY 2025-26 Budget, which included installation of additional parking meters along Herondo Street between N. Francisca Avenue and Pacific Coast Highway.

Parking meter locations and rates are codified within Redondo Beach Municipal Code (RBMC) Section 3-6.03. The proposed Ordinance would amend the RBMC to include parking meters on the entirety of Herondo Street west of Pacific Coast Highway and set the parking meter rate at \$2.00/hour, during the current Fiscal Year, consistent with all other areas.

## **BACKGROUND**

Currently, Herondo Street has parking meters west of N. Francisca Avenue that continue to the intersection at N. Harbor Drive. As part of the adopted budget for FY 2025-26, the City Council authorized installation of additional parking meters on the remaining stretch of Herondo Street, east to the intersection with Pacific Coast Highway. The revenue generated by the additional parking meters will help offset City operating expenses.

Parking meter locations and rates are codified in Section 3-6.03 of the RBMC, and the proposed Ordinance includes the changes required for the installation of the additional parking meters. All parking meters along Herondo Street, west of Pacific Coast Highway will charge a rate of \$2.00/hour, during the 2025-26 Fiscal Year.

The action is exempt from the California Environmental Quality Act (CEQA), subject to Sections 15061(b)(3) and 15273(a)(1) of the Guidelines for the Implementation of CEQA. An Exemption Declaration has been prepared and included for Council consideration as part of this item.

**COORDINATION**

Preparation of the Ordinance was coordinated with the City Attorney's Office. The CEQA Exemption Declaration was prepared by the Community Development Department.

**FISCAL IMPACT**

Parking meters currently generate \$3.2M in annual General Fund revenue. The additional parking meters on Herondo Street are estimated to increase revenue by \$175,200 to \$299,300 per year.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Ord - No. 3296-25 Amending Title 3, Chapter 6, Section 3-6.03 of the Municipal Code
- Exemption Declaration pursuant to the California Environmental Quality Act, July 17, 2025
- RBMC - Title 3, Chapter 6, Section 3-6.03 (Redline) version RBMC Section 3-6.03 amendment

**ORDINANCE NO. 3296-25**

**AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER LOCATIONS AND HOURLY RATES FOR THE INSTALLATION OF NEW PARKING METERS ON HERONDO STREET BETWEEN NORTH PACIFIC COAST HIGHWAY AND NORTH FRANCISCA AVENUE, AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, on June 17, 2025, the City Council authorized installation of additional parking meters along Herondo Street between North Pacific Coast Highway and North Francisca Avenue; and

WHEREAS, the Redondo Beach Municipal Code must be updated to reflect the additional parking meter locations on Herondo Street and the hourly rate for parking.

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

SECTION 1. AMENDMENT OF CODE. Title 3 Public Safety, Chapter 6 Parking Meters, Section 3-6.03, of the Redondo Beach Municipal Code is hereby amended to read as follows:

**3-6.03 Installation of parking meters—Rates for parking.**

Parking meters may be installed in all or any part of the parking meter zones established by this chapter. Each parking meter shall be of such type as to display a signal showing legal parking upon the deposit of payment at the following rates:

(a) Parking at the following locations shall be at the rate of Two and 00/100ths (\$2.00) Dollars per hour effective July 1, 2025:

- (1) 300 block of South Catalina Avenue;
- (2) 100 block of Pearl Street;
- (3) 100 and 200 blocks of Avenue I;
- (4) 200 block of Avenida del Norte;
- (5) 1700 and 1800 blocks of South Elena Avenue;
- (6) 200 block of Vista del Mar;

(7) 1700, 1800 and 1900 blocks of South Catalina Avenue;

(8) 100 block of Via Valencia;

(9) Lot 1, the lot bounded by the 1800 block of Camino De La Costa and the 1800 block of South Catalina Avenue and South City limits.

(b) Parking at the following locations shall be at the rate of Two and 00/100ths (\$2.00) Dollars per hour effective July 1, 2025:

(1) Riviera Lot, the lot bounded by South Elena Avenue, Avenida del Norte and Via el Prado.

(c) Parking at the following locations shall be at the rate of Two and 00/100ths (\$2.00) Dollars per hour effective July 1, 2025:

(1) 300 block of Esplanade;

(2) Herondo Street West of North Pacific Coast Highway

(3) 500, 600, and 700 blocks of North Harbor Drive;

(4) 100, 200, and 300 blocks of North Catalina Avenue;

(5) 100, 200, and 300 blocks of South Catalina Avenue;

(6) Lot 4 on the Southwest corner of Torrance Boulevard and Catalina Avenue;

(7) 300 block of George Freeth Way;

(8) Lot 5 located north of Veterans Park, west of Catalina Avenue;

(9) The 800, 900, 1000, 1100, 1200, 1300, 1400, 1500, 1600, 1700, and 1800 blocks of Esplanade;

(10) Lot 13 west of Harbor Drive; and

(11) 300 block of North Francisca Avenue.

(d) The rates at The Pier and Plaza off-street parking structures are set by resolution of the City Council.

(e) Parking devices. The City may use any approved ticket device, ticket machines, gates, pay machines and the like to control parking in any public parking lot.

(f) Signs. Signs on each parking lot showing the rate changes shall be changed before any rate change shall become effective.

(g) Attendants. The City shall be permitted to use parking lot attendants as needed on any or all off-street parking lots. Each parking meter shall be so arranged that, upon the expiration of the parking time, the parking meter will indicate by the showing of a proper signal that the lawful parking period has expired. The parking meters shall be placed upon the curbs alongside of, and next to, the parking spaces. The parking spaces shall be of sufficient size to accommodate an automobile and shall indicate parallel or diagonal parking by painted lines on the pavement. The parking meters for parking spaces adjacent to curbs which the City has or has caused to be painted green may limit parking to the maximum parking time allowed for such curbs.

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. CEQA. This Ordinance is categorically and statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment pursuant to (14 Cal. Code Regs. § 15061(b)(3)) and/or is exempt under 14 Cal. Code Regs. § 15273(a)(1) as CEQA does not apply to the establishment, modification, approval of rates, tolls, fares, or other charges when the actions are taken to meet the operating expenses, including employee wages and benefits. City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 5. 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 19<sup>th</sup> day of August, 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. 3296-25 was introduced at a regular meeting of the City Council of the City of Redondo Beach, California, held on the 5<sup>th</sup> day of August, 2025, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council on the 19<sup>th</sup> day of August, 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



## CITY OF REDONDO BEACH

### EXEMPTION DECLARATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

- DATE:** July 17, 2025
- PROJECT ADDRESS:** Herondo Street between North Pacific Coast Highway and North Francisca Avenue
- PROPOSED PROJECT:** Consideration of an Exemption Declaration and an Ordinance of the City of Redondo Beach, California, Amending Title 3, Chapter 6, Section 3-6.03 of the Redondo Beach Municipal Code pertaining to parking meter locations and hourly rates.

In accordance with Chapter 3, Title 10, Section 10-3.301(a) of the Redondo Beach Municipal Code, the above-referenced project is Categorical Exempt from the preparation of environmental review documents pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment pursuant to (14 Cal. Code Regs. § 15061(b)(3)) and/or is exempt under 14 Cal. Code Regs. § 15273(a)(1) as CEQA does not apply to the establishment, modification or approval of rates, tolls, fares, or other charges when the actions are taken to meet the operating expenses, including employee wages and benefits.

*Sean Scully*

Sean Scully,  
Planning Manager

**REDLINE VERSION**

**ORDINANCE AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE  
REDONDO BEACH MUNICIPAL CODE PERTAINING TO  
PARKING METER LOCATIONS AND HOURLY RATES**

Title 3 Public Safety, Chapter 6 Parking Meters, Section 3-6.03, of the Redondo Beach Municipal Code is hereby amended to read as follows:

**3-6.03 Installation of parking meters—Rates for parking.**

Parking meters may be installed in all or any part of the parking meter zones established by this chapter. Each parking meter shall be of such type as to display a signal showing legal parking upon the deposit of payment at the following rates:

(a) Parking at the following locations shall be at the rate of ~~One and 75/100ths (\$1.75) Dollars per hour effective August 23, 2024; and~~ Two and 00/100ths (\$2.00) Dollars per hour effective July 1, 2025:

- (1) 300 block of South Catalina Avenue;
- (2) 100 block of Pearl Street;
- (3) 100 and 200 blocks of Avenue I;
- (4) 200 block of Avenida del Norte;
- (5) 1700 and 1800 blocks of South Elena Avenue;
- (6) 200 block of Vista del Mar;
- (7) 1700, 1800 and 1900 blocks of South Catalina Avenue;
- (8) 100 block of Via Valencia;
- (9) Lot 1, the lot bounded by the 1800 block of Camino De La Costa and the 1800 block of South Catalina Avenue and South City limits.

(b) Parking at the following locations shall be at the rate of ~~One and 75/100ths (\$1.75) Dollars per hour effective August 23, 2024; and~~ Two and 00/100ths (\$2.00) Dollars per hour effective July 1, 2025:

- (1) Riviera Lot, the lot bounded by South Elena Avenue, Avenida del Norte and Via el Prado.

(c) Parking at the following locations shall be at the rate of ~~One and 75/100ths (\$1.75) Dollars per hour effective August 23, 2024; and~~ Two and 00/100ths (\$2.00) Dollars per hour effective July 1, 2025:

- (1) 300 block of Esplanade;
- (2) ~~100 and 200 blocks of~~ Herondo Street West of North Pacific Coast Highway;
- (3) 500, 600, and 700 blocks of North Harbor Drive;
- (4) 100, 200, and 300 blocks of North Catalina Avenue;
- (5) 100, 200, and 300 blocks of South Catalina Avenue;
- (6) Lot 4 on the Southwest corner of Torrance Boulevard and Catalina Avenue;
- (7) 300 block of George Freeth Way;
- (8) Lot 5 located north of Veterans Park, west of Catalina Avenue;
- (9) The 800, 900, 1000, 1100, 1200, 1300, 1400, 1500, 1600, 1700, and 1800 blocks of Esplanade;
- (10) Lot 13 west of Harbor Drive; and
- (11) 300 block of North Francisca Avenue.

(d) The rates at The Pier and Plaza off-street parking structures are set by resolution of the City Council.

(e) Parking devices. The City may use any approved ticket device, ticket machines, gates, pay machines and the like to control parking in any public parking lot.

(f) Signs. Signs on each parking lot showing the rate changes shall be changed before any rate change shall become effective.

(g) Attendants. The City shall be permitted to use parking lot attendants as needed on any or all off-street parking lots. Each parking meter shall be so arranged that, upon the expiration of the parking time, the parking meter will indicate by the showing of a proper signal that the lawful parking period has expired. The parking meters shall be placed upon the curbs alongside of, and next to, the parking spaces. The parking spaces shall be of sufficient size to accommodate an automobile and shall indicate parallel or diagonal parking by painted lines on the pavement. The parking meters for parking spaces adjacent to curbs which the City has or has caused to be painted green may limit parking to the maximum parking time allowed for such curbs.



# Administrative Report

H.19., File # 25-1067

Meeting Date: 8/5/2025

**To: MAYOR AND CITY COUNCIL**

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

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-056, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO THEO INSURANCE SERVICES, INC.

APPROVE A LEASE WITH THEO INSURANCE SERVICES, INC. FOR THE PREMISES AT 121 W. TORRANCE BLVD., SUITE 201, FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2030

## **EXECUTIVE SUMMARY**

In March 2012, the City purchased the Pier Plaza leasehold and began the process of direct leasing to various tenants. Pier Plaza is comprised of several buildings totaling approximately 75,000 square feet of office and retail uses. The space at 121 W. Torrance Blvd., Suite 201 (Premises) is approximately 1,132 square feet in size.

The City has negotiated a new lease with Theo Insurance Services, Inc. (Theo Insurance), an authorized Farmers Insurance agent that provides a wide range of insurance services. The proposed lease would allow for a 5-year term for the space and includes an option for the City to terminate with a 12-month prior written notice. Monthly rent for the lease, which would accrue to the City's Harbor Uplands Fund, is \$2,887 with an annual 3% increase on the anniversary date.

## **BACKGROUND**

The Pier Plaza leasehold includes 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. Theo Insurance is an authorized Farmers Insurance agent that provides services related to auto, home, renters, business insurance, and more.

The proposed lease carries a 5-year term with a minimum monthly rent of \$2,887, or approximately \$2.55 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 would accrue to the City's Harbor Uplands Fund. The proposed lease would result in a minimum monthly rent of \$2,887 during the first year, with an annual increase of 3% to the base rent each year thereafter. Over the 5-year term of the lease, revenue to the Harbor Uplands Fund would be \$183,930.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - No. CC-2508-056 Leasing Certain Property to Theo Insurance Services, Inc.
- Agmt - Proposed Lease Between the City of Redondo Beach and Theo Insurance Services, Inc.

**RESOLUTION NO. CC-2508-056**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO THEO INSURANCE SERVICES, INC.**

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 Theo Insurance Services, Inc. ("Lease") for the property commonly located at 121 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277, consisting of approximately 1,132 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 5<sup>th</sup> day of August, 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-2508-056 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 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**

**THEO INSURANCE SERVICES, INC.**

**TENANT**

**DATED AS OF**

**AUGUST 5, 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 **Theo Insurance Services, Inc.** ("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 **121 W. Torrance Blvd., SUITE 201**, Redondo Beach, CA 90277, consisting of approximately 1,132 rentable square feet.
- (b) **Permitted Use:** Office.
- (c) **Lease Term:** 5 years (sixty months), subject to Landlord's right to earlier termination of this Lease as set forth in Section 2(f).
- (d) **Commencement Date:** August 5, 2025.
- (e) **Expiration Date:** August 4, 2030.
- (f) **Right To Terminate:** Notwithstanding any other provision of this Lease, Landlord shall have the right to terminate this Lease upon 12 months' prior written notice of the termination date to Tenant.
- (g) **Deferred Rent:** None.
- (h) **Monthly Rent:** \$2,887.00
- (i) **Rent per Square Foot:** \$2.55 per square foot. Rent will increase 3% annually beginning on the first anniversary of rent commencement.
- (j) **Operating Expense Base Year:** 2025
- (k) **Possessory Interest Tax:** Tenant to pay any associated Real Property Taxes that may be applicable to the Premises, including without limitation possessory interest taxes.
- (l) **Parking:** \$35.00 per month
- (m) **Security Deposit:** \$2,887.00
- (n) **Tenant's Guarantor:** Sonia Choi

- (o) **Tenant Improvements:** Landlord will provide cleaning, repair or replace any damaged ceiling tiles, exterior doors and windows and window blinds as needed. Otherwise, Tenant to take the space "As-is".
- (p) **Conditional Use Permit (CUP):** If Tenant is required to obtain a CUP then the commencement of rental and an appropriate amount of time to allow for Tenant's interior improvements (TI's) will be allowed.
- (q) **Holdover Rent:** 150 percent of the current Monthly Rent amount.
- (r) **Assessor's ID Number:** 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:** 121 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277, Attn: Sonia Choi
- (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(h). 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(m) 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 1<sup>st</sup> 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 untenantable on account of fire or other casualty, the Monthly Rent shall be abated (to the extent of Landlord's rental loss insurance carried hereunder) in the proportion that the rentable area of the untenantable portion of the Premises bears to the total Area of the Premises. Such abatement shall commence on the date of the damage or destruction and shall continue until the Premises have been substantially repaired and Tenant has reasonable access to the Premises. However, if Tenant reoccupies the damaged portion of the Premises prior to the date that the Premises are substantially repaired, the Monthly Rent allocable to the reoccupied portion shall be payable by Tenant from the date of such occupancy in the proportion that the rentable area of the reoccupied portion of the Premises bears to the total Area of the Premises.

16.3 Exception to Abatement. Notwithstanding Article 16.2, if the damage is due to the fault or neglect of, including, without limitation, Tenant, Tenant's Affiliates, contractors, and guests, or Landlord is unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) for damage or destruction of the Premises or the Building, there shall be no abatement of Monthly Rent to Landlord (or any Landlord's Mortgagee). Provided Tenant is able to reoccupy the damaged portion of the Premises under applicable Laws and reoccupies the damaged portion of the Premises prior to the date that the Premises are substantially repaired, the Monthly Rent allocable to the reoccupied portion shall be payable by Tenant from the date of such occupancy. Landlord's collection of Monthly Rent shall not preclude Landlord from seeking damages from Tenant or exercising any other rights and remedies it under this Lease or at law or in equity.

16.4 Election to Terminate. Landlord or Tenant may terminate this Lease upon written notice to the other party if: (a) the Building or the Premises are substantially or totally destroyed or, in Landlord's sole judgment, rendered untenantable by fire or other casualty or any other cause; or (b) the Building is damaged or rendered untenantable (whether or not the Premises are damaged or destroyed or rendered untenantable) so that its repair or restoration requires the expenditure (as estimated by a contractor or architect designated by Landlord) of more than twenty percent (20%) of the full insurable value of the Building immediately prior to the casualty; or (c) less than two (2) years remains in the Lease Term at the time of the damage or destruction or events which render the Building or the Premises untenantable 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 untenantability. 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. Mortgage 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 Mortgage.**") However, if Landlord, Landlord's Mortgagee or any other successor to Landlord elects in writing, this Lease shall be deemed superior to the Superior Leases and Mortgages specified, regardless of the date of recording, and Tenant will execute an agreement confirming this election on request. If Landlord's Mortgagee or its successor or any successor to Landlord succeeds to Landlord's interests under this Lease, whether voluntarily or involuntarily,

Tenant shall attorn to such person and recognize such person as Landlord under this Lease. To the extent permitted under law, Tenant waives the provisions of any current or future statute, rule, or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

19.2 Mortgagee's Liability. The obligations and liabilities of each of Landlord or Landlord's Mortgagees, or their successors, under this Lease shall exist only if and for so long as each of these respective parties owns fee title to the Land and the Building or is the lessee under a ground lease therefore. No Monthly Rent or Additional Rent shall be paid more than thirty (30) days prior to the due date thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a Landlord's Mortgagee) be a nullity as against Landlord's Mortgagees or their successors and Tenant shall be liable for the amount of such payments to Landlord's Mortgagees or their successors.

19.3 Mortgagee's Right to Cure. No act or omission by Landlord which would entitle Tenant under the terms of this Lease or any Laws to be relieved of Tenant's obligations hereunder, or to terminate this Lease, shall result in a release or termination of such obligations or this Lease unless: (a) Tenant first shall have given written notice of Landlord's act or omission to Landlord and all Landlord's Mortgagees whose names and addresses shall have been furnished to Tenant; and (b) Landlord's Mortgagees, after receipt of such notice, fail to correct or cure the act or omission within a reasonable time thereafter (but in no event less than sixty (60) days). However, nothing contained in this Section shall impose any obligation on Landlord's Mortgagees to correct or cure any act or omission.

20. Estoppel Certificates. Tenant shall from time to time, within ten (10) days after request by Landlord, execute and deliver to Landlord or any other person designated by Landlord an Estoppel certificate, in form satisfactory to Landlord, which certifies: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, describes them); (b) the expiration date of the Lease Term and that there are no agreements with Landlord to extend or renew the Lease Term or to permit any holding over (or if there are any such agreements, describes them and specifies the periods of extension or renewal); (c) the date through which the Monthly Rent and Additional Rent have been paid; (d) that Landlord is not in default in the performance of any of its obligations under this Lease (or, if there are any such defaults, describes them); (e) that Tenant is not entitled to any credits, offsets, defenses or deductions against payment of the Rent hereunder (or, if they exist, describes them); and (f) such other information concerning this Lease or Tenant as Landlord or any other person designated by Landlord reasonably shall request. An Estoppel certificate issued by Tenant pursuant to this Article shall be a representation and warranty by Tenant which may be relied on by Landlord and by others with whom Landlord may be dealing, regardless of independent investigation. If Tenant fails to execute and deliver an Estoppel certificate as required hereunder, Landlord's representations concerning the factual matters covered by such Estoppel certificate, as described above, shall be conclusively presumed to be correct and binding on Tenant.

21. Default. The occurrence of any one or more of the following events shall be a default and breach under this Lease by Tenant:

- (a) The vacation or abandonment of all or any portion of the Premises by Tenant for ten (10) consecutive days.
- (b) The failure to accept tender of possession of the Premises or any significant portion thereof.
- (c) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder for a period of Ten (10) days after such payment is due.
- (d) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraphs (b), (d), (e), (f), (g), (h) and (i) of this Article, where such failure shall continue for a period of fifteen (15) days after written notice thereof by Landlord to Tenant. However, if the nature of these defaults is such that more than fifteen (15) days are reasonably required to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the fifteen (15) day period and thereafter diligently completes the cure within sixty (60) days.
- (e) The making by Tenant or any guarantor of this Lease of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant or any guarantor of this Lease of a petition or order for relief under any Laws relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or any guarantor of this Lease, the petition is dismissed within sixty (60) days); or the appointment of a trustee, custodian or receiver to take possession of substantially all of Tenant's assets or the assets of any guarantor of this Lease or of Tenant's interest in this Lease where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this Lease, unless discharged within thirty (30) days.
- (f) The service by Landlord of a three-day notice under California Code of Civil Procedure Section 1161 on three or more occasions if the previous service of the three-day notices did not result in the termination of this Lease.
- (g) A sale, conveyance, mortgage, pledge, assignment, sublease or other transfer or encumbrance, or any attempt to do so, in violation of Article 17.
- (h) Tenant's failure to deliver the Estoppel certificate within the time required under Article 20, or any written instrument required under Article 19 within the time required.
- (i) A default under or the repudiation of any guaranty of Tenant's obligations under this Lease.
- (j) Tenant's failure to maintain the insurance policies required hereunder.
- (k) The death of Tenant or, if Tenant is comprised of more than one (1) individual, the death of any of the individuals comprising Tenant.
- (l) Tenant's failure to observe or perform according to the provisions of Articles 9, 10.4, and 11 within five (5) business days after notice from Landlord.

Except for the defaults specified in subparagraphs (c) and (d), all other defaults are not curable by Tenant.

## **22. Remedies for Default.**

22.1 General. In the event of any default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, including but not limited to terminating this Lease, barring the Tenant from reentering the Premises, and removing all persons and property therefrom, which property may be stored by Landlord at a warehouse or elsewhere at risk, expense, and for the account of Tenant. If Landlord elects to terminate this Lease, Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all Liabilities incurred by Landlord or Landlord's Affiliates by reason of Tenant's default, including but not limited to: (i) the worth at the time of the award of the unpaid Monthly Rent and Additional Rent which had been earned or was payable at the time of termination; (ii) the worth at the time of the award of the amount by which the unpaid Monthly Rent and Additional Rent which would have been earned or payable after termination until the time of the award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Monthly Rent and Additional Rent which would have been paid for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all Liabilities proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Premises, the Building and the Land after such default, the cost of recovering possession of the Premises, advertising expenses incurred, expenses of reletting, including necessary renovation or alteration of the Premises or any portion thereof, whether for the same or different use, and any special concessions made to obtain the new tenant, Landlord's attorneys' fees and costs incurred in connection therewith, and any real estate commissions paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of eighteen percent (18%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant abandons the Premises, Landlord shall have the option of (x) taking possession of the Premises and recovering from Tenant the amount specified in this subparagraph, or (y) proceeding under the provisions of subparagraph (b) below.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease and at law or in equity, including the right to recover the Rent and other sums and charges as they become due hereunder.

(c) Nothing in this Article 22 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to the termination of this Lease for personal injuries or property damage under the indemnification clause or clauses contained in this Lease.

(d) All rights, powers and remedies of Landlord hereunder and under any other agreement now or hereafter in force between Landlord and Tenant shall be in addition to all rights, powers and remedies given to Landlord by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

22.2 Redemption. Tenant waives any and all rights of redemption granted by or under any Laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

22.3 Performance by Landlord. If Tenant defaults under this Lease, Landlord, without waiving or curing the default, may, but shall not be obligated to, perform Tenant's obligations for the account and at the expense of Tenant. Notwithstanding Article 21(c), in the case of an emergency, Landlord need not give any notice prior to performing Tenant's obligations.

22.4 Post-Judgment Interest. The amount of any judgment obtained by Landlord against Tenant in any legal proceeding arising out of Tenant's default under this Lease shall bear interest until paid at the maximum rate allowed by law, or, if no maximum rate prevails, at the rate of twelve percent (12%) per annum. Notwithstanding anything to the contrary contained in any Laws, with respect to any damages that are certain or ascertainable by calculation, interest shall accrue from the day that the right to the damages vests in Landlord, and in the case of any unliquidated claim, interest shall accrue from the day the claim arose.

22.5 Tenant's Waiver. To the extent permitted under law, in the event of any default, breach or violation of Tenant's rights under this Lease by Landlord, Tenant's remedies shall be an action for actual damages. Tenant hereby waives the benefit of any law granting it the right to perform Landlord's obligation.

**23. Holding Over.** Tenant shall not hold over in the Premises after the expiration or sooner termination of the Lease Term without the express prior written consent of Landlord. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against, any and all Liabilities arising out of or in connection with any delay by Tenant in surrendering and vacating the Premises, including, without limitation, any claims made by any succeeding tenant based on any delay and any Liabilities arising out of or in connection with these claims. If possession of the Premises is not surrendered to Landlord on the expiration or sooner termination of the Lease Term, in addition to any other rights and remedies of Landlord hereunder or at law or in equity, Tenant shall pay to Landlord for each month or portion thereof during which Tenant holds over in the Premises a sum equal to one hundred fifty percent (150%) of the then-current Monthly Rent in addition to all other Rent payable under this Lease. If any tenancy is created by Tenant's holding over in the Premises, the tenancy shall be on all of the terms and conditions of this Lease, except that Rent shall be increased as set forth herein and the tenancy shall be a month-to-month tenancy. Nothing in this Article 23 shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Lease Term.

**24. Indemnification and Exculpation.**

24.1 **Indemnification.** In addition to any other indemnities required of Tenant hereunder, Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from, any and all Liabilities arising from or in connection with Tenant's (including Tenant's Affiliate or any person claiming under or through them), performance and obligations hereunder, or its failure to comply with any current or prospective law, except for such loss or damage caused by the sole negligence or willful misconduct of Landlord, including but not limited to, (a) the use and occupancy of the Premises by Tenant or Tenant's Affiliates; (b) the conduct of Tenant's business; (c) any breach or default by Tenant under this Lease; (d) claims by any assignee, subtenant, broker or other person if Landlord declines to consent to any assignment, sublease or other transfer or encumbrance or terminates this Lease pursuant to Article 17; and (e) any other acts or omissions of Tenant or Tenant's Affiliates or persons claiming through or under them. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

24.2 **Damage to Persons or Property.** Tenant assumes the risk of all Liabilities it may incur, including, but not limited to, damage or injury to persons, property and the conduct of Tenant's business (and any loss of revenue therefrom), the loss of use or occupancy of the Premises, and the items enumerated below in this Section, and waives all claims against Landlord and Landlord's Affiliates in connection therewith. Landlord and Landlord's Affiliates shall not be liable for any Liabilities incurred by Tenant or Tenant's Affiliates (including, but not limited to, the Liabilities described above in this Section) arising from or in connection with: (a) acts or omissions of any tenant of the Building or any other persons (including, but not limited to, any parking garage operators or their employees); (b) explosion, fire, steam, electricity, water, gas or rain, pollution or contamination; (c) the breakage, leakage, obstruction or other defects of plumbing, HVAC, electrical, sanitary, safety, elevator or other utilities and systems of the Building or the failure to furnish any of the foregoing; (d) any work, maintenance, repair, rebuilding or improvement performed by or at the request of Landlord or Landlord's Affiliates for the Premises, the Building or the Land; (e) any entry by Landlord or Landlord's Affiliates on the Premises; (f) any defects in the Premises, the Building, the Land or any portions thereof; (g) any interference with light or other incorporeal hereditaments; and (h) any other acts, omissions or causes. Nothing in this Section exempts Landlord for liability caused solely by its gross negligence or willful misconduct, but Landlord shall not be liable under any circumstances for consequential or punitive damages (including, but not limited to, damage or injury to persons, property and the conduct of Tenant's business [and any loss of revenue therefrom]). Tenant immediately shall notify Landlord of any defects in the Premises or the Building or any portion thereof and of any damage or injury thereto or to persons or property in or about the Premises or the Building.

24.3 **Satisfaction of Remedies.** Landlord and Landlord's Affiliates shall not be personally liable for the performance of Landlord's obligations under this Lease. If Tenant or Tenant's Affiliates acquire any rights or remedies against Landlord or Landlord's Affiliates (including, but not limited to, the right to satisfy a judgment), these rights and remedies shall be satisfied solely from Landlord's estate and interest in the Land and the Building (or the proceeds therefrom) and not from any other property or assets of Landlord or Landlord's Affiliates. This Section shall be enforceable by Landlord and Landlord's Affiliates.

25. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time in its sole discretion to make all reasonable additions and modifications to the rules

and regulations. Any additions and modifications to the rules and regulations shall be binding on Tenant when delivered to Tenant. Landlord shall not incur any Liabilities to Tenant or Tenant's Affiliates arising from or in connection with the nonperformance of any rules and regulations by any other tenants or occupants of the Building. Landlord's current rules and regulations are attached hereto as Exhibit "G."

**26. Taxes.**

26.1 Tenant shall be solely responsible for payment of any and all "Real Property Taxes" levied or assessed against the Premises or Tenant's interest under this Lease, including without limitation Tenant's Share of any taxes levied against the common areas, Land or Building. "Real Property Taxes" include, but are not limited to: any fees, including license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Premises, Land or the Building; any property taxes and assessments levied on Tenant's possessory interest in the Premises, Land or Building; any tax on Landlord's right to receive, or the receipt of, rent or income from the Premises, Land or Building; any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Premises, Land or the Building; any tax imposed on this transaction or based on a reassessment of the Premises, Land or the Building due to a change in ownership or transfer of all or part of Landlord's interest in this Lease, the Premises, Land or the Building; and any charge or fee replacing any tax previously included within this definition. Real Property Taxes do not include Landlord's federal or state net income, franchise, inheritance, gift, or estate taxes.

26.2 In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord hereby informs Tenant that by entering into this Lease a possessory interest in Tenant subject to property taxes may be created, and if so, Tenant or other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Tenant shall be solely responsible for payment of any possessory interest tax levied or assessed against the Premises, improvements on the Premises, this Lease, or Tenant's Share of the Land or Building. If at any time Tenant is not separately assessed for its possessory interest and/or improvements on the Premises, Tenant shall, as Additional Rent pay to Landlord that portion of any assessment levied against or upon the Premises, the improvements on the Premises, the Building or Landlord's interest therein that represents the value of the Tenant's leasehold interest and value of the improvements of the Premises that would have been assessed and levied upon the Premises had it been assessed as such possessory interest in the Premises.

26.3 The amount of any tax or excise payable by or assessed against Tenant or the Premises, including without limitation, Real Property Taxes shall be paid by Tenant before it becomes delinquent. Tenant shall pay, or cause to be paid, before delinquency, any and all other taxes levied or assessed against Tenant's Property, Tenant's possessory interest in the Premises, Land and Building, and any leasehold improvements in the Premises which were made for Tenant or at its request. If any or all of Tenant's Property or any of these leasehold improvements are assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes.

**27. Brokers.** Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker, finder, or similar person who is or might be entitled to a commission or

other fee in connection with introducing Tenant to the Building or in connection with this Lease, except for Landlord's Broker and Tenant's Broker as may be named in Article 2. Landlord shall pay the commission due to Landlord's Broker and Tenant's Broker pursuant to a separate agreement between Landlord and such Brokers. Landlord and Tenant shall indemnify each other for, and hold the other harmless from and against, any and all claims that the indemnified party may have as a result of a breach of the foregoing representation.

**28. Parking.** Tenant acknowledges that no parking is provided to Tenant pursuant to this Lease. Tenant may, on a space available basis, purchase parking spaces from the City per the terms of this lease agreement. Parking rates shall be determined by Landlord at its sole discretion. Landlord at all times shall have the right to designate the particular parking area and spaces, if any, to be used by any or all of such Tenant's employees, suppliers, customers, visitors, or the like, and any such designation may be changed from time to time. Attached hereto as Exhibit "D" is a copy of the City's Parking Fee Schedule, which schedule shall be subject to change from time to time by City and/or its parking facility operator.

**29. Authority to Enter into Lease.** If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the by-laws of said corporation, and that this Lease is binding on the corporation in accordance with its terms. If Tenant is a partnership, each individual executing this Lease on behalf of the partnership represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the partnership, in accordance with the partnership agreement and any statements of partnership or certificates of limited partnership of the partnership, and that this Lease is binding on the partnership in accordance with its terms. Tenant shall, within thirty (30) days of the execution of this Lease, deliver to Landlord: (a) if Tenant is a corporation, a certified copy of a resolution of the board of directors of the corporation; or (b) if Tenant is a partnership, a copy of the Statement of Partnership or Certificate of Limited Partnership of Tenant; and (c) other evidence reasonably satisfactory to Landlord authorizing or ratifying the execution of this Lease.

**30. Relocation.** Notwithstanding any contrary provision of this Lease, if due to excessive noise, Landlord requires the Tenant to relocate within the property or for other reasons related to Landlord's occupancy plans for the Building, then at any time during the Lease Term Landlord shall have the right, upon providing Tenant prior written notice (the "Relocation Notice"), to provide and furnish Tenant with space elsewhere in the Building or another building in the Redondo Beach Pier Plaza project comparable to the Premises and to move and place Tenant in such new space, at Landlord's sole cost and expense. Such space shall be approximately the same size as the existing Premises and shall be improved by Landlord prior to Tenant's relocation with leasehold improvements comparable to those in the existing Premises. However, if the new space does not meet with Tenant's approval, Tenant may cancel this Lease upon written notice to Landlord, which notice must be received by Landlord within ten (10) days after delivery to Tenant of the Relocation Notice, and this Lease shall terminate sixty (60) days thereafter (as if such date were the date originally provided herein for the expiration of the Lease Term) and neither party shall have any further rights or obligations hereunder. Tenant's failure to timely deliver notice to Landlord of Tenant's election to cancel this Lease shall be deemed an acceptance by Tenant of the new space set forth in the Relocation Notice, and Tenant shall vacate the Premises in accordance with said notice and/or the terms of any subsequent notice from Landlord to Tenant. Landlord shall

reimburse Tenant, within thirty (30) days after Landlord's receipt of invoices and paid receipts, for the reasonable moving, telephone installation and stationery reprinting costs actually paid for by Tenant in connection with such relocation. If Landlord moves Tenant to such new space, then this Lease and each and all of the terms, covenants and conditions hereof shall remain in full force and effect and be deemed applicable to such new space except that revised Exhibit "A" showing the location of the new space shall become a part of this Lease and Landlord and Tenant shall promptly thereafter execute an amendment to this Lease containing such revised Exhibit "A" and with the Basic Terms of this Lease, as contained in Article 2, amended, if necessary, to include and state all correct data as to the new space. Notwithstanding the foregoing provisions of this Article to the contrary, if the new space contains more floor area than the original Premises, Tenant shall not be obligated to pay any more Monthly Rent or Operating Expenses than otherwise applicable to the original Premises. Landlord and Tenant agree to cooperate fully in order to minimize the inconvenience of Tenant resulting from such relocation.

Tenant understands and agrees that Tenant is not eligible to be a "displaced person" under the California Relocation Act, which provides that a "displaced person" shall not include any person whose right of possession at the time of moving arose after the date of the public entity's acquisition of the real property. Tenant understands that Tenant is a "post-acquisition tenant" pursuant to the Relocation Assistance and Real Property Acquisition Guidelines of the California Department of Housing and Community Development, 25 Cal. Code Regs. §6000, et seq. Tenant understands that pursuant to Section 6034(b) of the California Code of Regulations, Tenant shall not be entitled to any relocation benefits or assistance if Tenant is temporarily or permanently displaced from the Premises, other than the payment which is required in the following paragraph, whether the displacement is a result of the expiration of the Term, Landlord's termination of the Lease pursuant to this Section, Landlord's pursuit of an unlawful detainer proceeding against Tenant, or for any other reason. Tenant hereby knowingly and voluntarily waives any rights Tenant may have to claim or receive any relocation assistance or benefits under state or federal law, and agrees not to file any claim or take any other action to receive such assistance or benefits.

It is strictly understood, and Tenant hereby agrees, that the Landlord reserves the unilateral right at any time, in Landlord's sole and absolute discretion, to relocate Tenant or terminate this Lease immediately if it is the opinion of the City that the parking structure is unsafe for the Tenant or the public; or upon Ninety calendar days written notice if the City intends to replace or improve the parking structure to an extent that relocation of Tenant is necessary.

### **31. General Provisions**

31.1 Joint Obligation. If Tenant consists of more than one person or entity, the obligations of such persons or entities as Tenant shall be joint and several.

31.2 Marginal Headings. The titles to the Articles and Sections of this Lease are not a part of this Lease and shall have no effect on the construction or interpretation.

31.3 Time. Time is of the essence for the performance of each and every provision of this Lease.

31.4 Successors and Assigns. Subject to the restrictions contained in Article 17 above, this Lease binds the heirs, executors, administrators, successors and assigns of the parties hereto.

31.5 Recordation. The parties agree to record this Lease or a short form memorandum hereof pursuant to California Government Code Section 37393.

31.6 Late Charges. Tenant acknowledges that late payment of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any Superior Leases and Mortgages. Accordingly, if any installment of Monthly Rent or payment of Additional Rent due from Tenant is not received by Landlord or Landlord's designee within ten (10) days after the amount is due, Tenant shall pay to Landlord a late charge equal to six percent (6%) of the overdue amount. Acceptance of late charges by Landlord shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder or at law or in equity.

31.7 Prior Agreements; Amendment, Waiver. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. All waivers hereunder must be in writing and specify the breach, act, omission, term, covenant or condition waived, and acceptance of Rent or other acts or omissions by Landlord shall not be deemed to be a waiver. The waiver by Landlord of any breach, act, omission, term, covenant or condition of this Lease shall not be deemed to be a waiver of any other or subsequent breach, act, omission, term, covenant or condition.

31.8 Inability to Perform. Landlord shall not be in default hereunder nor shall Landlord be liable to Tenant or Tenant's Affiliates for any Liabilities if Landlord is unable to fulfill any of its obligations, or is delayed in doing so, if the inability or delay is caused by reason of accidents, breakage, strike, labor troubles, acts of God, or any other cause, whether similar or dissimilar, which is beyond the reasonable control of Landlord.

31.9 Legal Proceedings. In any action or proceeding involving or relating in any way to this Lease, the court or other person or entity having jurisdiction in such action or proceeding shall award to the party in whose favor judgment is entered the reasonable attorneys' fees and costs incurred. The party in whose favor judgment is entered may, at its election submit proof of fees and costs as an element of damages before entry of judgment or after entry of judgment in a post-judgment cost bill. Tenant also shall indemnify Landlord for, and hold Landlord harmless from and against, all Liabilities incurred by Landlord if Landlord becomes or is made a party to any proceeding or action: (a) instituted by Tenant (except to the extent resulting from Landlord's breach or material default hereunder), or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) otherwise arising out of or resulting from any act or omission of Tenant or such other person; or (c) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. In any circumstance where Tenant is obligated to indemnify or hold harmless Landlord or Landlord's Affiliates under this Lease, Tenant also shall defend Landlord and Landlord's Affiliates with counsel acceptable to

Landlord or, at Landlord's election, Landlord or Landlord's Affiliates may employ their own counsel and Tenant shall pay when due all attorneys' fees and costs therefore.

31.10 Conveyance of Premises. As used herein the term "**Landlord**" means only the current owner or owners of the fee title to the Building or the lessee under a ground lease of the Land. Upon each conveyance (whether voluntary or involuntary) of the Building, the conveying party shall be relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease or arising out of any act, occurrence or omission occurring after the date of such conveyance. Landlord may sell, assign, convey, encumber or otherwise transfer all or any portion of its interests in this Lease, the Premises, the Building or the Land.

31.11 Name. Tenant shall not use the name of the Building or of the development in which the Building is situated, if any, for any purpose other than as an address of the business to be conducted by Tenant in the Premises.

31.12 Severability. Any provision of this Lease which shall be held invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect.

31.13 Cumulative Remedies. No right, remedy or election hereunder or at law or in equity shall be deemed exclusive but shall, wherever possible, be cumulative with all other rights, remedies or elections.

31.14 Choice of Law. This Lease shall be governed by the laws of the State of California applicable to transactions to be performed wholly therein.

31.15 Signs. Tenant shall not place any sign on the Premises or the Building or which is visible from anywhere outside of the Premises, without Landlord's prior written consent. Landlord shall, at Landlord's cost, install one exterior sign identifying Tenant's business in the Premises above the door of the Premises (which sign shall be subject to the Rules and Regulations for the Building and Landlord's sign criteria). In addition, Tenant shall have the right to use up to two (2) lines in the Building directory to identify Tenant's business. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all of Tenant's signage and repair any damage to the Building caused by such removal.

31.16 Landlord's Consent. Whenever Landlord's consent or approval is required hereunder, Landlord shall not unreasonably delay the granting or withholding of its consent or approval. Except where it is expressly provided that Landlord will not unreasonably withhold its consent or approval, Landlord may withhold its consent or approval arbitrarily and in its sole and absolute discretion.

31.17 Presumptions. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party drafting the document. It shall be construed neither for nor against Landlord or Tenant, but shall be given reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

31.18 Exhibits. All exhibits and any riders annexed to this Lease including, without limitation, Exhibits "A", "B", "C", "D", "E", "F", "G," "H", "I" and "J", as applicable, are incorporated herein by this reference.

31.19 Submission of Lease. The submission of this Lease to Tenant or its broker, agent or attorney for review or signature does not constitute an offer to Tenant to lease the Premises or grant an option to lease the Premises. This document shall not be binding unless and until it is executed and delivered by both Landlord and Tenant.

31.20 Meaning of Terms. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine and neuter genders shall each include the others, and the word "person" shall include corporations, partnerships or other entities.

31.21 Notices. All notices, demands or communications required or permitted under this Lease (the "Notices") shall be in writing and shall be personally delivered, sent by overnight courier, or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address set forth in Article 2. Notices to Landlord shall be delivered to the address set forth in Article 2, or such other address as Landlord may specify in writing to Tenant. Notices shall be effective upon receipt.

31.22 Lease Guaranty. This Lease is subject to and conditioned upon Tenant's delivery to Landlord, concurrently with Tenant's execution and delivery of this Lease, of a Lease Guaranty in the form of and upon the terms contained in Exhibit "E" attached hereto and incorporated herein by this reference, which shall be fully executed by the Guarantor(s) specified in Article 2 and Exhibit "E".

## **32. ADA and CASp Disclosure Information.**

32.1 CASp Disclosure. It is acknowledged that California law requires building owners to disclose to prospective tenants any inspection reports obtained from a certified access specialist ("CASp") regarding compliance of the subject property with the applicable construction-related accessibility standards under state law prior to the execution of a lease agreement (see California Civil Code Section 1938, "CASp Disclosure Requirements"). The Premises [*check applicable disclosure*]

have not undergone an inspection by a CASp.

have undergone an inspection by a CASp and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

have undergone an inspection by a CASp and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

32.2 Inspection Information. If an inspection was performed by a CASp and a report provided, Tenant hereby acknowledges receipt of the documents required to be delivered by Landlord in order to comply with the CASp Disclosure Requirements applicable to the Premises (the "CASp Information"). Tenant acknowledges and agrees that the CASp Information is provided for the sole purpose of complying with the CASp Disclosure Requirements and shall not

be deemed or construed as a representation or warranty under this Lease and may not be relied upon as a representation of current or future compliance with the applicable construction-related accessibility standards under state law. Tenant further covenants and agrees to keep the CASp Information strictly confidential and shall not disclose anything contained therein to any other parties, except (i) as necessary for Tenant to complete repairs and corrections of any violations of construction-related accessibility standards, and (ii) with the express written consent of Landlord

32.3 No Inspection and Statutory Notice. If no CASp inspection was done, or no disability access inspection certificate issued as described in Civil Code Section 55.53(e), or modifications/alterations have been performed since the date of the CASp Information, then Landlord hereby advises Tenant that the existing Premises have not undergone a CASp inspection, and except to the extent expressly set forth in this Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises.”

Tenant agrees that any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord’s prior written consent.

32.4 ADA Compliance. Landlord makes no warranty or representation as to whether or not the Premises comply with the Americans with Disabilities Act (ADA) or any similar legislation because compliance with the ADA is dependent upon Tenant's specific use of the Premises. In the event that Tenant's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Tenant agrees to make any such necessary modifications and/or additions at Tenant's sole expense subject to all approval and other requirements for improvements, including without limitation, Alterations, as set forth in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in Redondo Beach, California, as of this 5th day of August, 2025.

**LANDLORD**

**TENANT**

**CITY OF REDONDO BEACH**

**Theo Insurance Services, Inc.**

\_\_\_\_\_  
James A. Light  
Mayor

By: \_\_\_\_\_  
Name: Sonia Choi  
Title: OWNER

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

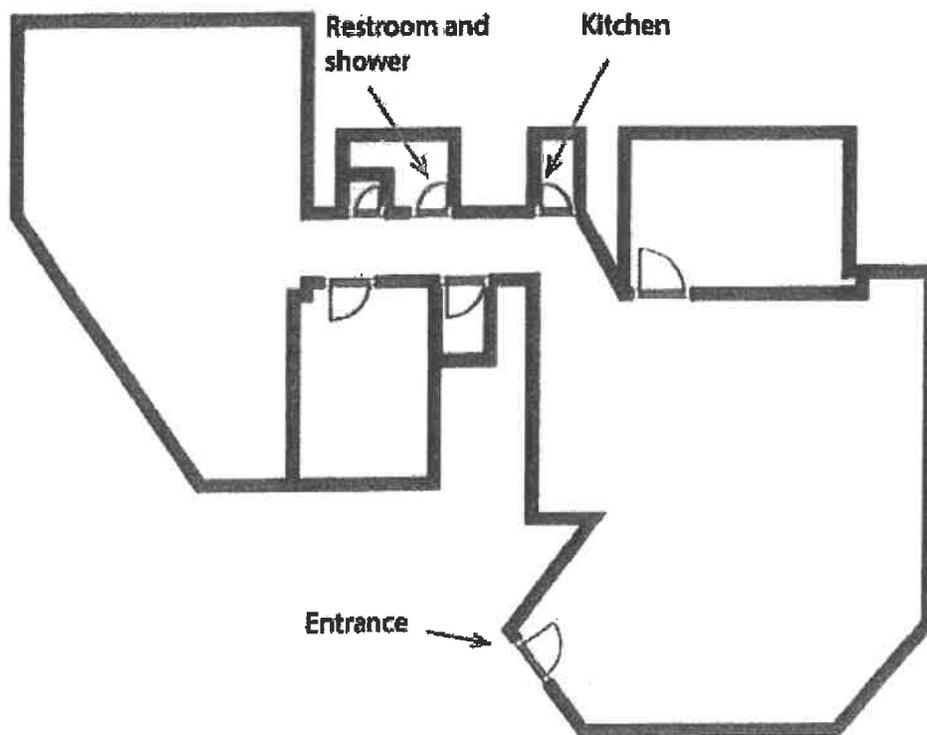
\*A. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Lease must be signed by two officers, one being the Chairman of the Board, the President or a Vice President, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Lease is signed by one person acting in two capacities, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

B. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in a state other than California, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

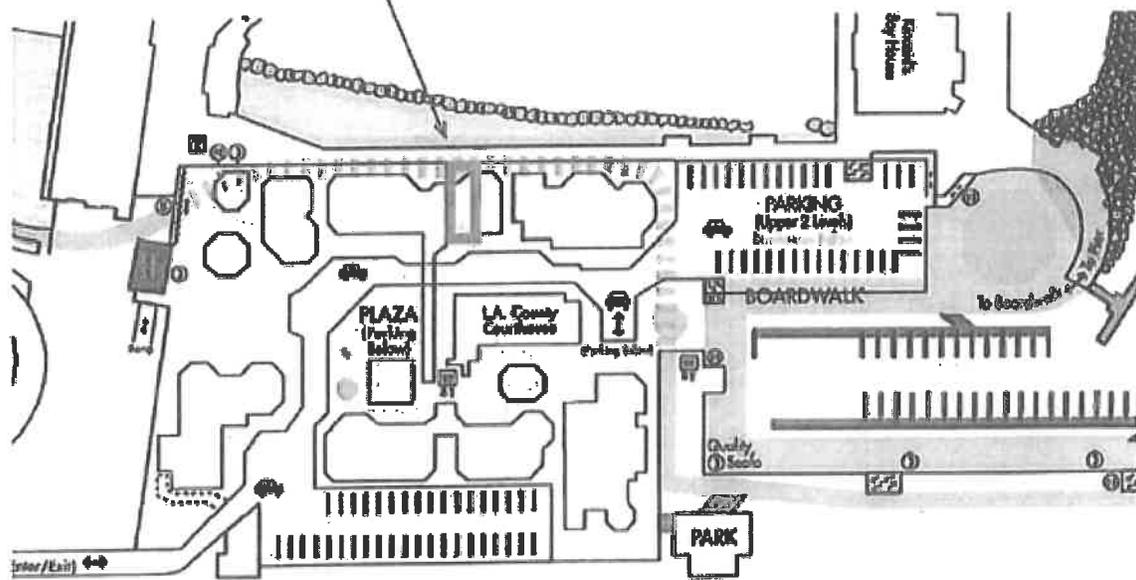
**EXHIBIT A**

**PREMISES SITE AND FLOOR PLAN**

**121 W. Torrance Blvd Suite 201  
Redondo Beach, CA 90277  
1,132 Square Feet**



**Building 121 Suite 201**



**EXHIBIT B**

**DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES**

Description of Premises: Space located at 121 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277 consisting of approximately 1,132 rentable square feet.

Trade Name: Theo Insurance Services, Inc.

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

THIS LEASE GUARANTY ("Guaranty") is made by Guarantor Sonia Choi in favor of the CITY OF REDONDO BEACH, a chartered city and municipal corporation ("Landlord"), in connection with that certain lease dated as of August 5, 2025 (the "Lease") pursuant to which Landlord is to lease to Theo Insurance Services, Inc. ("Tenant") those premises generally referred to as 121 W. Torrance Blvd., Suite 201 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

**EXHIBIT D**

**TENANT ESTOPPEL CERTIFICATE**

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of August 5, 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 121 W. Torrance Blvd., Suite 201, 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 August 5, 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 August 5, 2025 and continues until August 4, 2030.

6. Except as indicated in paragraph 7 below, no rent has been paid in advance and no security deposit has been deposited with Landlord, except for the Security Deposit in the amount of \$\_\_\_\_\_ deposited with Landlord in accordance with the Lease. There are no setoffs or credits against any rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to Tenant, except as follows:

\_\_\_\_\_.

7. Minimum Monthly Rent in the sum of \$\_\_\_\_\_ per month has been paid through the month of \_\_\_\_\_, 20\_\_\_. Monthly Percentage Rent in the sum of \$\_\_\_\_\_ per month has been paid through the month of \_\_\_\_\_, 20\_\_\_. Tenant's Monthly Expense Share in the sum of \$\_\_\_\_\_ per month has been paid through the month of \_\_\_\_\_, 20\_\_\_. Tenant's Association Share in the sum of \$\_\_\_\_\_ per month has been paid through the month of \_\_\_\_\_, 20\_\_\_. Additional Rent in the sum of \$\_\_\_\_\_ has been paid through \_\_\_\_\_, 20\_\_\_ for the following:

\_\_\_\_\_.

8. As of the date of this Certificate, the undersigned has no defenses or offsets against any of Tenant's obligations under the Lease and there are no uncured defaults of Landlord or any events that (with or without the giving of notice, the lapse of time, or both) constitute a default of Landlord or Tenant under the Lease, except \_\_\_\_\_.

9. The undersigned has no rights of first refusal or options to (a) purchase all or any portion of the Premises or the Pier Plaza; or (b) renew or extend the Term, except as provided in the Lease.

10. The undersigned has not received nor is it aware of any notification from the Department of Building and Safety, the Health Department, or any other city, county, or state authority having jurisdiction that work is required to be done to the improvements constituting the Premises or the Pier Plaza or that the existing improvements in any way violate existing laws, ordinances, or regulations. Tenant has no actual or constructive knowledge of any processing, use, storage, disposal, release, or treatment of any hazardous or toxic material or substance on the Premises except as follows: \_\_\_\_\_.

11. The undersigned has no knowledge of any actions, suits, material claims, legal proceedings, or any other proceedings, including threatened or pending eminent domain proceedings, affecting the Premises, at law or in equity, before any court or governmental agency, domestic or foreign. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against Tenant or any guarantor of Tenant's obligations under the Lease.

12. The undersigned has not assigned, sublet, encumbered, pledged, hypothecated, transferred, or conveyed (or suffered any of the preceding) any interest in the Lease or the Premises.

13. The undersigned represents and warrants that to the best of its knowledge all statements contained in this Certificate are true and correct.

14. The undersigned acknowledges that this Certificate may be delivered to any proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest to Landlord, of all or any portion of the Premises or the Boardwalk. The undersigned acknowledges that it recognizes that if the same is done, the proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest will be relying on the statements contained in this Certificate in making the lease, purchase, or loan (or in accepting an assignment of the Lease as collateral security), and that receipt by it of this Certificate is a condition of the making of such lease, purchase, or loan. Tenant will be estopped from denying that the statements made in this Certificate by Tenant are true.

15. The undersigned representative of Tenant hereby certifies that they are duly authorized to execute and deliver this Certificate on behalf of Tenant.

Executed at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

TENANT: Theo Insurance Services, Inc.

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:   SC

**EXHIBIT F**

**PARKING FEE SCHEDULE**

Per paragraph 18.4 of the lease and Landlord's standard parking rates in effect at the time and adjustable from time-to-time.

The current parking rates are as follows:

**DAILY RATE**

Summer (May 1 – September 30):

\$2.00 each hour

\$1.00 for the first hour on weekdays 8 am to 6 pm

Winter (October 1 – April 30):

\$1.50 each hour

\$1.00 for the first hour on weekdays 8 am to 6 pm

**HOLIDAYS AND SPECIAL EVENTS**

July 4<sup>th</sup>: 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. Annual Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early discounted rate of \$280.00 if the pass is purchased in January** (Purchases after January 31 will be prorated at the rate of \$35/month times the number of months remaining in the year.)

Summer Season Employee Passes (May 1 – September 30):

- a. Summer Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early special rate of \$120.00 if the pass is purchased in May** (Purchases after May 31 will be prorated at the rate of \$35/month times the number of months remaining in the summer.)

## 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 August 5, 2025 by and between CITY OF REDONDO BEACH, a chartered city and municipal corporation, as Landlord, and Theo Insurance Services, Inc., as Tenant (the "Lease") for those premises generally referred to as 121 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is August 5, 2025 and that the Expiration Date of the Lease is August 4, 2030, unless earlier terminated.

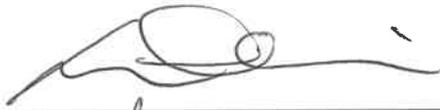
Very truly yours,

\_\_\_\_\_  
Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.

By:

Title:

  
\_\_\_\_\_  
Sonja Choi  
OWNER

**EXHIBIT I**

**Tenant Improvements Reimbursement**

Landlord will provide cleaning, repair or replace any damaged ceiling tiles, exterior doors and windows and window blinds as needed. Otherwise, Tenant to take the space "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 August 5, 2025, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord," and Theo Insurance Services, Inc., hereinafter referred to as "Tenant."

RECITALS

A. Landlord and Tenant have entered in a Lease (the "Lease") dated August 5, 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 office space.
2. Unless earlier terminated, the term of the Lease shall expire on August 4, 2030.
3. This Memorandum is not a complete summary of the Lease and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD**

**TENANT**

**CITY OF REDONDO BEACH**

**Theo Insurance Services, Inc.**

\_\_\_\_\_  
James A. Light  
Mayor

By:   
Name: SONIA CHAZ  
Title: OWNER

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

## **EXHIBIT "A" TO MEMORANDUM OF LEASE**

### **LEGAL DESCRIPTION OF PREMISES**

The space located at 121 W. Torrance Blvd., Suite 201, Redondo Beach, consisting of approximately 1,132 rentable square feet as more particularly depicted on the attached site plan of the Premises.

The Premises are located on the first floor of a structure at the southeast portion of the office and retail development, a development of approximately 66,000 square feet, situated on top of the Redondo Beach Pier Parking structure, a structure of approximately 520,000 square feet and over 1,000 parking spaces located at the western terminus of Torrance Boulevard in the city of Redondo Beach.

A Portion of the APN: 7505-002-908

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

State of California }  
County of Los Angeles } ss.  
}

On JUNE 30, 2025 before me, SAMANTHA KANG, a Notary Public, personally appeared, SONIA CHOI, 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.

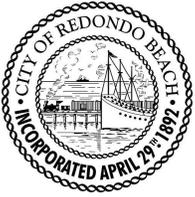


Signature

*Samantha Kang*

(seal)





# Administrative Report

H.20., File # 25-1068

Meeting Date: 8/5/2025

**To: MAYOR AND CITY COUNCIL**

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

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-057, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO INTEGRATIVE PEPTIDES, LLC

APPROVE A LEASE WITH INTEGRATIVE PEPTIDES, LLC FOR THE PREMISES AT 123 W. TORRANCE BLVD., SUITE 201, FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2028

## **EXECUTIVE SUMMARY**

In March 2012, the City purchased the Pier Plaza leasehold and began the process of direct leasing to various tenants. Pier Plaza is comprised of several buildings totaling approximately 75,000 square feet of office and retail uses. The space at 123 W. Torrance Blvd., Suite 201 (Premises) is approximately 2,062 square feet in size.

The City has negotiated a new lease with Integrative Peptides, LLC (Integrative Peptides), a company that provides high-quality, professional-grade peptide supplements for healthcare providers and their patients. All sales of supplements are performed online and the tenant space will be utilized as an administrative office only. The proposed lease would allow for a three-year term for the space and includes an option for the City to terminate with a 12-month prior written notice. Monthly rent for the lease, which would accrue to the City's Harbor Uplands Fund, is \$5,670 with an annual 3% increase on the anniversary date.

## **BACKGROUND**

The Pier Plaza leasehold includes 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. Integrative Peptides is a company founded in 2018 that specializes in professional-grade peptide supplements for licensed healthcare providers and their patients. They offer a wide range of oral peptide formulations, each rigorously tested to ensure purity, consistent quality, and affordability.

The proposed lease carries a three-year term with a minimum monthly rent of \$5,670, or approximately \$2.75 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 would accrue to the City's Harbor Uplands Fund. The proposed lease would result in a minimum monthly rent of \$5,670 during the first year, with an annual increase of 3% to the base rent each year thereafter. Over the 3-year term of the lease, revenue to the Harbor Uplands Fund would be \$210,305.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - No. CC-2508-057 Leasing Certain Property to Integrative Peptides, LLC
- Agmt - Proposed Lease Between the City of Redondo Beach and Integrative Peptides, LLC

**RESOLUTION NO. CC-2508-057**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO INTEGRATIVE PEPTIDES, LLC**

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 Integrative Peptides, LLC ("Lease") for the property commonly located at 123 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277, consisting of approximately 2,062 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 5<sup>th</sup> day of August, 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-2508-057 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 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**

**INTEGRATIVE PEPTIDES, LLC**

**TENANT**

**DATED AS OF**

**AUGUST 5, 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 **Integrative Peptides, LLC** ("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 **123 W. Torrance Blvd., SUITE 201**, Redondo Beach, CA 90277, consisting of approximately 2,062 rentable square feet.
- (b) **Permitted Use:** Office.
- (c) **Lease Term:** 3 years (36 months), subject to Landlord's right to earlier termination of this Lease as set forth in Section 2(f).
- (d) **Commencement Date:** August 5, 2025.
- (e) **Expiration Date:** August 4, 2028.
- (f) **Right To Terminate:** Notwithstanding any other provision of this Lease, Landlord shall have the right to terminate this Lease upon 12 months' prior written notice of the termination date to Tenant.
- (g) **Deferred Rent:** None.
- (h) **Monthly Rent:** \$5,670.00
- (i) **Rent per Square Foot:** \$2.75 per square foot. Rent will increase 3% annually beginning on the first anniversary of rent commencement.
- (j) **Operating Expense Base Year:** 2025
- (k) **Possessory Interest Tax:** Tenant to pay any associated Real Property Taxes that may be applicable to the Premises, including without limitation possessory interest taxes.
- (l) **Parking:** \$35.00 per month
- (m) **Security Deposit:** \$5,670.00
- (n) **Tenant's Guarantor:** Lorraine Rivera

- (o) **Tenant Improvements:** Landlord will provide cleaning, repair or replace any damaged ceiling tiles, exterior doors and windows and window blinds as needed. Otherwise, Tenant to take the space "As-is".
- (p) **Conditional Use Permit (CUP):** If Tenant is required to obtain a CUP then the commencement of rental and an appropriate amount of time to allow for Tenant's interior improvements (TI's) will be allowed.
- (q) **Holdover Rent:** 150 percent of the current Monthly Rent amount.
- (r) **Assessor's ID Number:** 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:** 123 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277, Attn: Dr. Kent Holtorf
- (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(h). 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(m) 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 1<sup>st</sup> 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 "D" is a copy of the City's Parking Fee Schedule, which schedule shall be subject to change from time to time by City and/or its parking facility operator.

**29. Authority to Enter into Lease.** If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the by-laws of said corporation, and that this Lease is binding on the corporation in accordance with its terms. If Tenant is a partnership, each individual executing this Lease on behalf of the partnership represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the partnership, in accordance with the partnership agreement and any statements of partnership or certificates of limited partnership of the partnership, and that this Lease is binding on the partnership in accordance with its terms. Tenant shall, within thirty (30) days of the execution of this Lease, deliver to Landlord: (a) if Tenant is a corporation, a certified copy of a resolution of the board of directors of the corporation; or (b) if Tenant is a partnership, a copy of the Statement of Partnership or Certificate of Limited Partnership of Tenant; and (c) other evidence reasonably satisfactory to Landlord authorizing or ratifying the execution of this Lease.

**30. Relocation.** Notwithstanding any contrary provision of this Lease, if due to excessive noise, Landlord requires the Tenant to relocate within the property or for other reasons related to Landlord's occupancy plans for the Building, then at any time during the Lease Term Landlord shall have the right, upon providing Tenant prior written notice (the "Relocation Notice"), to provide and furnish Tenant with space elsewhere in the Building or another building in the Redondo Beach Pier Plaza project comparable to the Premises and to move and place Tenant in such new space, at Landlord's sole cost and expense. Such space shall be approximately the same size as the existing Premises and shall be improved by Landlord prior to Tenant's relocation with leasehold improvements comparable to those in the existing Premises. However, if the new space does not meet with Tenant's approval, Tenant may cancel this Lease upon written notice to Landlord, which notice must be received by Landlord within ten (10) days after delivery to Tenant of the Relocation Notice, and this Lease shall terminate sixty (60) days thereafter (as if such date were the date originally provided herein for the expiration of the Lease Term) and neither party shall have any further rights or obligations hereunder. Tenant's failure to timely deliver notice to Landlord of Tenant's election to cancel this Lease shall be deemed an acceptance by Tenant of the new space set forth in the Relocation Notice, and Tenant shall vacate the Premises in accordance with said notice and/or the terms of any subsequent notice from Landlord to Tenant. Landlord shall

reimburse Tenant, within thirty (30) days after Landlord's receipt of invoices and paid receipts, for the reasonable moving, telephone installation and stationery reprinting costs actually paid for by Tenant in connection with such relocation. If Landlord moves Tenant to such new space, then this Lease and each and all of the terms, covenants and conditions hereof shall remain in full force and effect and be deemed applicable to such new space except that revised Exhibit "A" showing the location of the new space shall become a part of this Lease and Landlord and Tenant shall promptly thereafter execute an amendment to this Lease containing such revised Exhibit "A" and with the Basic Terms of this Lease, as contained in Article 2, amended, if necessary, to include and state all correct data as to the new space. Notwithstanding the foregoing provisions of this Article to the contrary, if the new space contains more floor area than the original Premises, Tenant shall not be obligated to pay any more Monthly Rent or Operating Expenses than otherwise applicable to the original Premises. Landlord and Tenant agree to cooperate fully in order to minimize the inconvenience of Tenant resulting from such relocation.

Tenant understands and agrees that Tenant is not eligible to be a "displaced person" under the California Relocation Act, which provides that a "displaced person" shall not include any person whose right of possession at the time of moving arose after the date of the public entity's acquisition of the real property. Tenant understands that Tenant is a "post-acquisition tenant" pursuant to the Relocation Assistance and Real Property Acquisition Guidelines of the California Department of Housing and Community Development, 25 Cal. Code Regs. §6000, et seq. Tenant understands that pursuant to Section 6034(b) of the California Code of Regulations, Tenant shall not be entitled to any relocation benefits or assistance if Tenant is temporarily or permanently displaced from the Premises, other than the payment which is required in the following paragraph, whether the displacement is a result of the expiration of the Term, Landlord's termination of the Lease pursuant to this Section, Landlord's pursuit of an unlawful detainer proceeding against Tenant, or for any other reason. Tenant hereby knowingly and voluntarily waives any rights Tenant may have to claim or receive any relocation assistance or benefits under state or federal law, and agrees not to file any claim or take any other action to receive such assistance or benefits.

It is strictly understood, and Tenant hereby agrees, that the Landlord reserves the unilateral right at any time, in Landlord's sole and absolute discretion, to relocate Tenant or terminate this Lease immediately if it is the opinion of the City that the parking structure is unsafe for the Tenant or the public; or upon Ninety calendar days written notice if the City intends to replace or improve the parking structure to an extent that relocation of Tenant is necessary.

### **31. General Provisions**

31.1 Joint Obligation. If Tenant consists of more than one person or entity, the obligations of such persons or entities as Tenant shall be joint and several.

31.2 Marginal Headings. The titles to the Articles and Sections of this Lease are not a part of this Lease and shall have no effect on the construction or interpretation.

31.3 Time. Time is of the essence for the performance of each and every provision of this Lease.

31.4 Successors and Assigns. Subject to the restrictions contained in Article 17 above, this Lease binds the heirs, executors, administrators, successors and assigns of the parties hereto.

31.5 Recordation. The parties agree to record this Lease or a short form memorandum hereof pursuant to California Government Code Section 37393.

31.6 Late Charges. Tenant acknowledges that late payment of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any Superior Leases and Mortgages. Accordingly, if any installment of Monthly Rent or payment of Additional Rent due from Tenant is not received by Landlord or Landlord's designee within ten (10) days after the amount is due, Tenant shall pay to Landlord a late charge equal to six percent (6%) of the overdue amount. Acceptance of late charges by Landlord shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder or at law or in equity.

31.7 Prior Agreements; Amendment, Waiver. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. All waivers hereunder must be in writing and specify the breach, act, omission, term, covenant or condition waived, and acceptance of Rent or other acts or omissions by Landlord shall not be deemed to be a waiver. The waiver by Landlord of any breach, act, omission, term, covenant or condition of this Lease shall not be deemed to be a waiver of any other or subsequent breach, act, omission, term, covenant or condition.

31.8 Inability to Perform. Landlord shall not be in default hereunder nor shall Landlord be liable to Tenant or Tenant's Affiliates for any Liabilities if Landlord is unable to fulfill any of its obligations, or is delayed in doing so, if the inability or delay is caused by reason of accidents, breakage, strike, labor troubles, acts of God, or any other cause, whether similar or dissimilar, which is beyond the reasonable control of Landlord.

31.9 Legal Proceedings. In any action or proceeding involving or relating in any way to this Lease, the court or other person or entity having jurisdiction in such action or proceeding shall award to the party in whose favor judgment is entered the reasonable attorneys' fees and costs incurred. The party in whose favor judgment is entered may, at its election submit proof of fees and costs as an element of damages before entry of judgment or after entry of judgment in a post-judgment cost bill. Tenant also shall indemnify Landlord for, and hold Landlord harmless from and against, all Liabilities incurred by Landlord if Landlord becomes or is made a party to any proceeding or action: (a) instituted by Tenant (except to the extent resulting from Landlord's breach or material default hereunder), or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) otherwise arising out of or resulting from any act or omission of Tenant or such other person; or (c) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. In any circumstance where Tenant is obligated to indemnify or hold harmless Landlord or Landlord's Affiliates under this Lease, Tenant also shall defend Landlord and Landlord's Affiliates with counsel acceptable to

Landlord or, at Landlord's election, Landlord or Landlord's Affiliates may employ their own counsel and Tenant shall pay when due all attorneys' fees and costs therefore.

31.10 Conveyance of Premises. As used herein the term "**Landlord**" means only the current owner or owners of the fee title to the Building or the lessee under a ground lease of the Land. Upon each conveyance (whether voluntary or involuntary) of the Building, the conveying party shall be relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease or arising out of any act, occurrence or omission occurring after the date of such conveyance. Landlord may sell, assign, convey, encumber or otherwise transfer all or any portion of its interests in this Lease, the Premises, the Building or the Land.

31.11 Name. Tenant shall not use the name of the Building or of the development in which the Building is situated, if any, for any purpose other than as an address of the business to be conducted by Tenant in the Premises.

31.12 Severability. Any provision of this Lease which shall be held invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect.

31.13 Cumulative Remedies. No right, remedy or election hereunder or at law or in equity shall be deemed exclusive but shall, wherever possible, be cumulative with all other rights, remedies or elections.

31.14 Choice of Law. This Lease shall be governed by the laws of the State of California applicable to transactions to be performed wholly therein.

31.15 Signs. Tenant shall not place any sign on the Premises or the Building or which is visible from anywhere outside of the Premises, without Landlord's prior written consent. Landlord shall, at Landlord's cost, install one exterior sign identifying Tenant's business in the Premises above the door of the Premises (which sign shall be subject to the Rules and Regulations for the Building and Landlord's sign criteria). In addition, Tenant shall have the right to use up to two (2) lines in the Building directory to identify Tenant's business. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all of Tenant's signage and repair any damage to the Building caused by such removal.

31.16 Landlord's Consent. Whenever Landlord's consent or approval is required hereunder, Landlord shall not unreasonably delay the granting or withholding of its consent or approval. Except where it is expressly provided that Landlord will not unreasonably withhold its consent or approval, Landlord may withhold its consent or approval arbitrarily and in its sole and absolute discretion.

31.17 Presumptions. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party drafting the document. It shall be construed neither for nor against Landlord or Tenant, but shall be given reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

31.18 Exhibits. All exhibits and any riders annexed to this Lease including, without limitation, Exhibits "A", "B", "C", "D", "E", "F", "G," "H", "I" and "J", as applicable, are incorporated herein by this reference.

31.19 Submission of Lease. The submission of this Lease to Tenant or its broker, agent or attorney for review or signature does not constitute an offer to Tenant to lease the Premises or grant an option to lease the Premises. This document shall not be binding unless and until it is executed and delivered by both Landlord and Tenant.

31.20 Meaning of Terms. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine and neuter genders shall each include the others, and the word "person" shall include corporations, partnerships or other entities.

31.21 Notices. All notices, demands or communications required or permitted under this Lease (the "**Notices**") shall be in writing and shall be personally delivered, sent by overnight courier, or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address set forth in Article 2. Notices to Landlord shall be delivered to the address set forth in Article 2, or such other address as Landlord may specify in writing to Tenant. Notices shall be effective upon receipt.

31.22 Lease Guaranty. This Lease is subject to and conditioned upon Tenant's delivery to Landlord, concurrently with Tenant's execution and delivery of this Lease, of a Lease Guaranty in the form of and upon the terms contained in Exhibit "E" attached hereto and incorporated herein by this reference, which shall be fully executed by the Guarantor(s) specified in Article 2 and Exhibit "E".

## 32. ADA and CASp Disclosure Information.

32.1 CASp Disclosure. It is acknowledged that California law requires building owners to disclose to prospective tenants any inspection reports obtained from a certified access specialist ("CASp") regarding compliance of the subject property with the applicable construction-related accessibility standards under state law prior to the execution of a lease agreement (see California Civil Code Section 1938, "CASp Disclosure Requirements"). The Premises [*check applicable disclosure*]

have not undergone an inspection by a CASp.

have undergone an inspection by a CASp and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

have undergone an inspection by a CASp and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

32.2 Inspection Information. If an inspection was performed by a CASp and a report provided, Tenant hereby acknowledges receipt of the documents required to be delivered by Landlord in order to comply with the CASp Disclosure Requirements applicable to the Premises (the "CASp Information"). Tenant acknowledges and agrees that the CASp Information is provided for the sole purpose of complying with the CASp Disclosure Requirements and shall not

be deemed or construed as a representation or warranty under this Lease and may not be relied upon as a representation of current or future compliance with the applicable construction-related accessibility standards under state law. Tenant further covenants and agrees to keep the CASp Information strictly confidential and shall not disclose anything contained therein to any other parties, except (i) as necessary for Tenant to complete repairs and corrections of any violations of construction-related accessibility standards, and (ii) with the express written consent of Landlord

32.3 No Inspection and Statutory Notice. If no CASp inspection was done, or no disability access inspection certificate issued as described in Civil Code Section 55.53(e), or modifications/alterations have been performed since the date of the CASp Information, then Landlord hereby advises Tenant that the existing Premises have not undergone a CASp inspection, and except to the extent expressly set forth in this Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises.”

Tenant agrees that any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord’s prior written consent.

32.4 ADA Compliance. Landlord makes no warranty or representation as to whether or not the Premises comply with the Americans with Disabilities Act (ADA) or any similar legislation because compliance with the ADA is dependent upon Tenant's specific use of the Premises. In the event that Tenant's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Tenant agrees to make any such necessary modifications and/or additions at Tenant's sole expense subject to all approval and other requirements for improvements, including without limitation, Alterations, as set forth in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in Redondo Beach, California, as of this 5th day of August, 2025.

LANDLORD

TENANT

CITY OF REDONDO BEACH

Integrative Peptides, LLC

\_\_\_\_\_  
James A. Light  
Mayor

By:   
Name: Longine Rivers  
Title: CEO

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

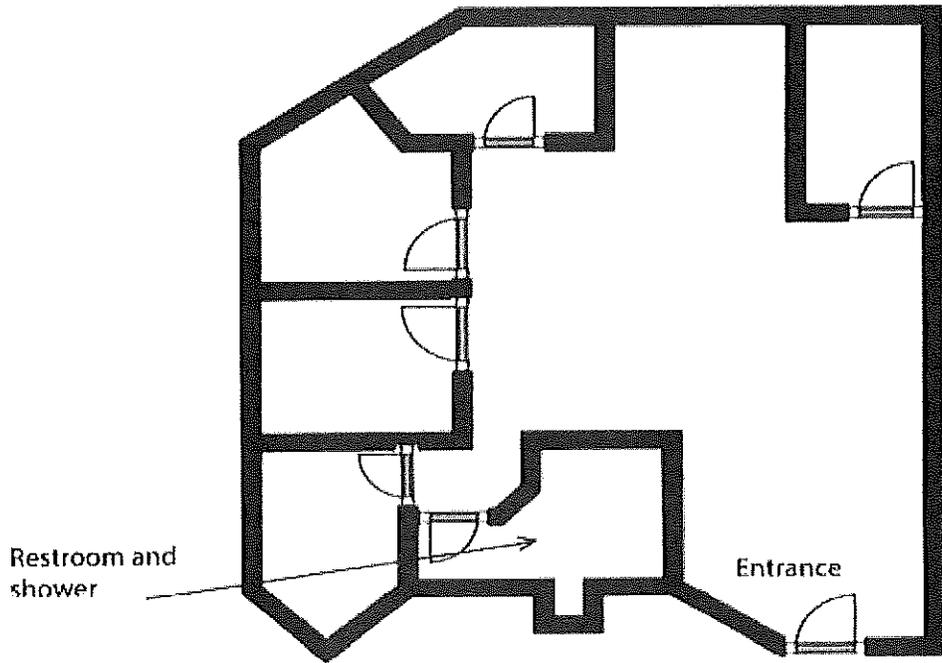
\_\_\_\_\_  
Joy A. Ford  
City Attorney

\*A. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Lease must be signed by two officers, one being the Chairman of the Board, the President or a Vice President, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Lease is signed by one person acting in two capacities, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

B. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in a state other than California, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.

EXHIBIT A  
PREMISES SITE AND FLOOR PLAN

123 W. Torrance Blvd. Suite 201  
Redondo Beach, CA 90277  
2,062 Square Feet





**EXHIBIT B****DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES**

Description of Premises: Space located at 123 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277 consisting of approximately 2,062 rentable square feet.

Trade Name: Integrative Peptides, LLC

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**

THIS LEASE GUARANTY ("Guaranty") is made by Guarantor Lorraine Rivera in favor of the CITY OF REDONDO BEACH, a chartered city and municipal corporation ("Landlord"), in connection with that certain lease dated as of August 5, 2025 (the "Lease") pursuant to which Landlord is to lease Integrative Peptides, LLC ("Tenant") those premises generally referred to as 123 W. Torrance Blvd., Suite 201, 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



**EXHIBIT D**

**TENANT ESTOPPEL CERTIFICATE**

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of August 5, 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 123 W. Torrance Blvd., Suite 201, 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 August 5, 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 August 5, 2025 and continues until August 4, 2028.

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: **Integrative Peptides, LLC**

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: LL

**EXHIBIT F****PARKING FEE SCHEDULE**

Per paragraph 18.4 of the lease and Landlord's standard parking rates in effect at the time and adjustable from time-to-time.

The current parking rates are as follows:

**DAILY RATE**

Summer (May 1 – September 30):

\$2.00 each hour

\$1.00 for the first hour on weekdays 8 am to 6 pm

Winter (October 1 – April 30):

\$1.50 each hour

\$1.00 for the first hour on weekdays 8 am to 6 pm

**HOLIDAYS AND SPECIAL EVENTS**

July 4<sup>th</sup>: 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. Annual Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early discounted rate of \$280.00 if the pass is purchased in January** (Purchases after January 31 will be prorated at the rate of \$35/month times the number of months remaining in the year.)

Summer Season Employee Passes (May 1 – September 30):

- a. Summer Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early special rate of \$120.00 if the pass is purchased in May** (Purchases after May 31 will be prorated at the rate of \$35/month times the number of months remaining in the summer.)

## 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 August 5, 2025 by and between CITY OF REDONDO BEACH, a chartered city and municipal corporation, as Landlord, and **Integrative Peptides, LLC**, as Tenant (the "Lease") for those premises generally referred to as 123 W. Torrance Blvd., Suite 201, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is August 5, 2025 and that the Expiration Date of the Lease is August 4, 2028, unless earlier terminated.

Very truly yours,

\_\_\_\_\_  
Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.

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

**EXHIBIT I****Tenant Improvements Reimbursement**

Landlord will provide cleaning, repair or replace any damaged ceiling tiles, exterior doors and windows and window blinds as needed. Otherwise, Tenant to take the space "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 August 5, 2025, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord," and Integrative Peptides, LLC, hereinafter referred to as "Tenant."

## RECITALS

A. Landlord and Tenant have entered in a Lease (the "Lease") dated August 5, 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 office space.
2. Unless earlier terminated, the term of the Lease shall expire on August 4, 2028.
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.

**LANDLORD**

**TENANT**

**CITY OF REDONDO BEACH**

**Integrative Peptides, LLC**

\_\_\_\_\_  
James A. Light  
Mayor

By:   
Name: Lorraine Rivers  
Title: CEO

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

**EXHIBIT "A" TO MEMORANDUM OF LEASE****LEGAL DESCRIPTION OF PREMISES**

The space located at 123 W. Torrance Boulevard, Suite 201, Redondo Beach, consisting of approximately 2,062 rentable square feet as more particularly depicted on the attached site plan of the Premises.

The Premises are located on the first floor of a structure at the southeast portion of the office and retail development, a development of approximately 66,000 square feet, situated on top of the Redondo Beach Pier Parking structure, a structure of approximately 520,000 square feet and over 1,000 parking spaces located at the western terminus of Torrance Boulevard in the city of Redondo Beach.

A Portion of the APN: 7505-002-908

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

State of California }  
 } ss.  
County of Los Angeles }

On 09 July, 2025, before me, AJ Cascadden, a Notary Public, personally appeared, Lorraine Rivera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

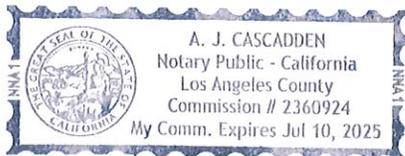
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



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

State of California }  
County of Los Angeles } ss.

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

\_\_\_\_\_  
(seal)



# Administrative Report

H.21., File # 25-1082

Meeting Date: 8/5/2025

**To: MAYOR AND CITY COUNCIL**

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

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-058, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO SCHOLB PREMIUM ALES, INC.

APPROVE A LEASE WITH SCHOLB PREMIUM ALES, INC. FOR THE PREMISES AT 160 INTERNATIONAL BOARDWALK FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2030

## **EXECUTIVE SUMMARY**

In July 2012, the City purchased the International Boardwalk leasehold and began the process of direct leasing to various tenants. The International Boardwalk is comprised of a narrow, linear development of approximately 17,200 square feet that is fronted by a public walkway. The tenant space at 160 International Boardwalk (Premises) is approximately 1,000 square feet in size.

The City has negotiated a new lease with Scholb Premium Ales, Inc. (Scholb), a family-owned brewery headquartered in Torrance. The proposed lease would allow for a 5-year term for the space and includes an option for the landlord to terminate with a 12-month prior written notice. Monthly rent for the lease, which would accrue to the City's Harbor Uplands Fund, is \$2,500, or 10% of gross sales, whichever is greater.

## **BACKGROUND**

Scholb is an independently owned brewery that has been serving the South Bay since 2016. The City has negotiated a new lease with Scholb, for the 1,000 square-foot space on the International Boardwalk. This space would serve as a satellite location to their headquarters in Torrance.

The proposed lease carries a 5-year term with a minimum monthly rent of \$2,500, or approximately \$2.50 per square foot, which is consistent with other similar leases in the waterfront. The monthly rent paid to the City is the greater of the minimum monthly rent, or 10% of monthly gross sales. The monthly rent will increase 3% on the anniversary date each year the lease remains in effect. The lease is personally guaranteed by Jason Kolb, and a security deposit of \$2,500 will also be collected.

## **COORDINATION**

The Resolution and lease documents were reviewed and approved as to form by the City Attorney's Office.

**FISCAL IMPACT**

Lease revenue from the property would accrue to the City's Harbor Uplands Fund. The proposed lease would result in a minimum monthly rent of \$2,500 during the first year, or 10% of monthly gross sales, whichever is greater, with an annual increase of 3% to the base rent each year thereafter. Over the 5-year term of the lease, revenue to the Harbor Uplands Fund would total \$159,274.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - No. CC-2508-058 Leasing Certain Property to Scholb Premium Ales, Inc.
- Agmt - Proposed Lease Between the City of Redondo Beach and Scholb Premium Ales, Inc.

**RESOLUTION NO. CC-2508-058**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO SCHOLB PREMIUM ALES, INC.**

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 Scholb Premium Ales, Inc. ("Lease") for the property commonly located at 160 International Boardwalk, Redondo Beach, CA 90277, consisting of approximately 1,000 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 5<sup>th</sup> day of August, 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-2508-058 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 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

REDONDO BEACH INTERNATIONAL BOARDWALK  
LEASE

by and between

CITY OF REDONDO BEACH  
A CHARTERED MUNICIPAL CORPORATION

Landlord

and

SCHOLB PREMIUM ALES, INC.

Tenant

DATED AS OF

AUGUST 5, 2025

REDONDO BEACH, CALIFORNIA 90277

## **SUMMARY OF LEASE PROVISIONS:**

The information provided below is a summary of detailed provisions set forth in this Lease agreement by and between Landlord and Tenant identified below. This summary is intended to provide an overview only and is not intended to alter, limit or expand the provisions set forth at length in the Lease. In the event of any conflict between the information in this summary and any other provision of the Lease, the latter shall control.

Date of Execution: August 5, 2025

Landlord: The City of Redondo Beach, a chartered city and municipal corporation.

Premises: The retail/restaurant space located at 160 International Boardwalk, Redondo Beach, CA 90277 comprised of approximately 1,000 rentable square feet (as more particularly described in Exhibit A)

Tenant: Scholb Premium Ales, Inc.

Tenant's Trade Name: Scholb Premium Ales

Use of Premises: Retail/Restaurant/Brewery. Use is contingent on Tenant procuring the proper licenses, permits, and permissions from the appropriate local and state government agencies. Tenant shall diligently apply for such licenses, permits and permissions.

Lease Term: 5 years (60 months). The Landlord has an option to terminate the lease upon 12 months' prior written notice.

Commencement Date: August 5, 2025

Expiration Date: August 4, 2030

Minimum Monthly Rent: Two Thousand Five Hundred Dollars and no cents (\$2,500.00) per month for the first year with a base rent of \$2.50 per square foot. A three percent (3%) increase on the anniversary of the commencement date and each year thereafter.

Monthly Percentage Rent: Ten percent (10%) of Gross Sales (Section 7.4)

Tenant's Monthly Expense Share: 2.2% of the total leaseable square feet (45,220 sf) of International Boardwalk.

Tenant's Association Share: 0.2% (2/10ths of 1%) of Gross Sales for advertising and promotion (see Article 27).

Tenant's Percentage of Operating Expenses/CAMs: Tenant to pay its pro rata share of applicable International Boardwalk property operating expenses including CAM (Common Area Maintenance) expenses, which is the percentage of the Premises (leased space) divided by the

total square footage for the International Boardwalk ("Property") which equals 2.2% of the total leasable space at the Property as described in the Lease.

Address for Notices (Article 29):

TO LANDLORD:

City of Redondo Beach  
Waterfront and Economic Development Director    and  
415 Diamond Street  
Redondo Beach, CA 90277

City of Redondo Beach  
City Attorney  
415 Diamond Street  
Redondo Beach, CA 90277

TO TENANT:

Scholb Premium Ales, Inc.  
160 International Boardwalk  
Redondo Beach, CA 90277

Security Deposit: \$2,500.00

Guarantors: Personal – Jason Kolb (Exhibit C)

Name and location of competing business or operation not subject to Non-Competition provisions (Section 15.3):    N/A.

Rider to Lease: N/A

Brokers: Landlord: BC Urban LLC.    Tenant: N/A.

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**REDONDO BEACH INTERNATIONAL BOARDWALK  
LEASE**

This Lease ("Lease") is made as of August 5, 2025, by and between the City of Redondo Beach, a chartered city and municipal corporation ("Landlord") and Scholb Premium Ales, Inc. ("Tenant").

**RECITALS**

A. The State of California has granted to Landlord certain tidelands on the conditions that Landlord develop, improve and operate such lands as a harbor. Landlord has developed, improved and is currently operating the area commonly known as Redondo Beach Harbor (the "Harbor Area"), which includes tide and submerged lands and uplands. As part of the Harbor Area, Landlord had constructed a boardwalk area known as the Redondo Beach International Boardwalk (the "Boardwalk") within the Harbor Area, and maintains the Boardwalk for recreational uses.

B. Tenant desires to lease from Landlord, and Landlord is willing to lease to Tenant, a certain portion of the Improvements on the Boardwalk Retail/Restaurant Area described herein as the Premises upon and subject to the terms, provisions and conditions of this Lease.

C. Landlord is planning to undertake a comprehensive revitalization of the Harbor Area, which may include the conveyance and/or redevelopment of the Boardwalk. Landlord has disclosed to Tenant that Landlord may desire to terminate this Lease prior to the end of the Term in connection with Landlord's planned revitalization of the Harbor Area and Boardwalk.

In consideration of the promises, conditions and covenants set forth herein, Landlord and Tenant hereby agree as follows:

**ARTICLE 1 DEFINITIONS**

For the purposes of this Lease, the following underlined terms shall have the meaning ascribed to them:

Additional Rent. All sums of money required to be paid pursuant to the terms of this Lease, including but not limited to the sums to be paid pursuant to Article 7, Article 8 and Section 18.2.

Assignment. Any (i) transfer, assignment, subletting, license, concession, change of ownership, mortgage or hypothecation of the Lease or of any portion of the Premises (as defined below) by Tenant or (ii) if Tenant is a business entity other than a publicly

traded corporation, the transfer, assignment or hypothecation of more than twenty-five percent (25%), in the aggregate, of the equity, securities or voting control of Tenant.

Boardwalk. The Redondo Beach International Boardwalk.

Boardwalk Retail/Restaurant Area. The Improvements which are a part of the Redondo Beach International Boardwalk Area ("Boardwalk Area") of the Redondo Harbor Properties and the Redondo Beach Harbor Enterprise, and which comprise the retail shops in the Boardwalk Area. The Boardwalk Retail/Restaurant Area, of which the Premises is a part, is located on the real property ("Property") located in Redondo Beach and further described in Exhibit A.

City. The City of Redondo Beach, a chartered city and municipal corporation.

CPI. The Consumer Price Index-All Consumers (Los Angeles-Anaheim-Riverside, CA, All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics. Should the Bureau discontinue the publication of the Index, or publish the same less frequently or on a different schedule, or alter the same in some other manner including, but not limited to, changing the name of the Index or the geographic area covered by the index, Landlord and Tenant shall adopt a substitute index or procedure which reasonably reflects and monitors consumer prices.

Commencement Date. The Commencement Date shall be the Commencement Date in the Summary.

Common Area. All improved and unimproved areas within the exterior boundaries of the Boardwalk Retail/Restaurant Area that are provided and designated by Landlord from time to time for the general and common use, benefit and/or convenience of Landlord and/or other tenants in the Boardwalk Retail/Restaurant Area and/or their respective authorized representatives and invitees. The Common Area is those areas, facilities and equipment of the Boardwalk Retail/Restaurant Area outside the Tenant Spaces and other premises for the exclusive use of Landlord or a tenant, and include without limitation, pedestrian walkways and patios, pier decking, landscaped areas, sidewalks, service corridors, public restrooms, stairways, non-structural portions of the roofs and exterior walls, plazas, malls, throughways, loading areas and parking areas. The common areas as they exist at the Commencement Date of this Lease are outlined in Exhibit A, which are depicted for the sake of conceptual reference only and not to establish exact locations or boundaries.

Common Area Expenses. All expenses incurred in connection with maintenance of the Common Areas including but not limited to all sums expended in connection with all general maintenance, repairs, resurfacing, painting, restriping, cleaning, sweeping and janitorial services; maintenance and repair of signs; sprinkler systems, planting and landscaping; lighting and other utilities; heating, ventilating and air conditioning costs and systems; directional signs and other markers and bumpers; maintenance and repair of

any fire protection systems; lighting systems, storm drainage systems and other utility systems; salaries and costs of workers' compensation insurance covering personnel to implement such services including, if Landlord deems necessary, the cost of security guards; real and personal property taxes and assessments on the Improvements and land comprising the Common Areas; any governmental imposition or surcharge imposed on and/or assessed against any portion of the Common Areas; depreciation, maintenance and operating costs of machinery and equipment used in connection with the Common Areas (if owned) and rental paid for such machinery and equipment (if rented); adequate public liability and property damage insurance on the Common Areas; fire and extended coverage insurance (and earthquake and other natural disaster coverage insurance if Landlord obtains and maintains such coverage); licensing fees; pest extermination; and amounts paid by Landlord as a result of personal injury or property damages, whether due to lack of insurance, deductible amounts or otherwise. In addition, Common Area Expenses shall include an amount for accounting, bookkeeping and collection of the expenses associated with the Common Areas equal to ten percent (10%) of the total of the above expenses associated with Common Areas for each calendar year. Landlord may cause any or all services associated with the Common Areas to be provided by an independent contractor or contractors.

Should Landlord acquire or make available additional land not currently shown as part of the Boardwalk Retail/Restaurant Area (as defined below), and make said land available for parking or other Common Area purposes, then Common Area Expenses shall also include all of the aforementioned expenses and costs incurred and paid in connection with said additional land.

Environmental Damages. All claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances and liens, and any other costs and expenses, resulting from the existence on or in, or release to the ground or air of Hazardous Materials in violation of or alleged to be in violation of the laws applicable thereto, including any attorneys' fees, disbursements, consultant's fees and other costs resulting from (a) investigation and defense of any alleged claim and (b) directive of any Governmental Agency, whether or not the claims or directives are groundless, false or fraudulent or ultimately defeated, and (c) any settlement or judgment.

Floor Area. All areas within the Boardwalk Retail/Restaurant Area which are held for the exclusive use and occupancy by specific tenants of Landlord, measured from the exterior surface of exterior walls (and, in the case of openings, from extensions thereof), and from the center of interior partitions, including, but not limited to, restrooms, mezzanines, warehouse or storage areas, clerical or office areas, and employee areas.

Governmental Agency. Any Federal, State, County or City authority having appropriate jurisdiction, any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof.

Gross Sales. The gross selling price (including finance charges) of all merchandise or services sold, leased, licensed, or delivered in or from the Premises by Tenant, its permitted subtenants, licensees, or concessionaires, whether for cash or on credit (whether collected or not), including the gross amount received by reason of orders taken on the Premises although filled elsewhere, and whether made by store personnel or vending machines and all deposits not refunded to purchasers. Any transaction on an installment basis, including, without limitation, any "lay-away" sale, gift certificate or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes. All sales originating and orders taken, from or at the Premises, whether the orders are made by telephone, mail or any electronic device even if the order is filled elsewhere, shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another location for collection, and although actual filling of the sale or service order or actual delivery of the merchandise may be made from a place other than the Premises. Gross Sales also shall include any sums that Tenant receives from pay telephones, stamp machines, music machines, amusement machines, or public toilet locks, as well as all admission, entry and other fees of any nature or kind charged by Tenant, its agents, sublessees, concessionaires or licensees. Gross Sales in credit card transactions shall include only the actual amount received by Tenant from the credit card issuer.

In addition, the term Gross Sales as used in this Lease shall not include the full retail price of California State Lottery tickets sold from the premises, but shall include the full amount of compensation and any incentive bonuses paid to and received by Tenant for such sales, as such compensation and bonuses are determined from time to time by the State Lottery Commission and Director under California Government Code §8880.51 and other applicable California laws.

Gross Sales shall not include, or if included there shall be deducted (but only to the extent they have been included), the following:

1. The selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise.
2. Merchandise returned to sources or transferred to another store or warehouse owned by or affiliated with Tenant.
3. Sums and credits received in the settlement of claims for loss of or damage to merchandise.
4. The price allowed on all merchandise traded in by customers for credit or the amount of credit for discounts and allowances made instead of acceptance of merchandise.
5. Any sums paid to third parties for the use or rental of pay telephones, stamp machines, music machines, amusement machines, or public toilet locks.

6. Sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, but only if such taxes are added to the selling price, separately stated, collected separately from the selling price of merchandise or services, and collected from customers.

7. Sales of fixtures, trade fixtures, or personal property that are not merchandise as allowed in this lease.

Guarantors. The Guarantors, if any, are set forth in the Summary attached hereto and made a part hereof.

Harbor Area. The area commonly known as Redondo Beach Harbor.

Hazardous Materials. (a) Any petroleum or petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials or pollutants which (i) pose a hazard to the Boardwalk Retail/Restaurant Area or to persons on or about the Boardwalk Retail/Restaurant Area or (ii) cause the Boardwalk Retail/Restaurant Area to be in violation of any Hazardous Materials Laws; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response' Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; Sections 25115, 25117, 25122.7, 25140, 25281, 25316, and 25501 of the California Health and Safety Code; and Article 9 or Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Boardwalk Retail/Restaurant Area or the owners and/or occupants of property adjacent to or surrounding the Boardwalk Retail/Restaurant Area.

Impositions. The term "Impositions" shall mean all taxes, assessments, charges, levies, fees and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for public Improvements or benefits, which shall be laid, assessed, levied, or imposed upon the Boardwalk Retail/Restaurant Area and the Common Areas or any part

thereof and which are payable at any time during the term hereof, and all gross receipts taxes, rent taxes, business taxes and occupancy taxes, and shall include all of Landlord's reasonable administrative costs and any and all costs incurred by Landlord in contesting or negotiating the taxes with any governmental authority, except only franchise, estate, inheritance, succession, capital levy, transfer, income and excess profits taxes imposed upon Landlord.

Improvements. Structures, construction, alterations, additions and/or changes to the Boardwalk Retail/Restaurant Area, the Common Areas or the Premises, as the context requires.

Landlord. City or any successor to or assignee of Landlord's interest in the Boardwalk Retail/Restaurant Area.

Lease Year. For the first Lease Year, the period commencing on the Commencement Date and ending on the immediately next June 30th, whether in the same calendar year or the following calendar year, and thereafter, the period of 12 consecutive months commencing with each July 1st thereafter and ending on the following June 30th, the calendar year next following the Commencement Date.

Lender. Any construction, interim or permanent lender, or any mortgagee, trustee or beneficiary under a mortgage or deed of trust to which the Premises, the Boardwalk Retail/Restaurant Area, and/or any part thereof is subject pursuant to an agreement with Landlord.

Master Documents. This Lease shall be subordinate to the Uplands Trust instruments and any master lease, pursuant to which Landlord owns its estate, and any other document reasonably deemed relevant by Landlord, all of which are on file with Landlord.

Maximum Lawful Rate of Interest. The maximum lawful rate of interest shall be 300 basis points (3%) above the prime rate of interest announced by the Bank of America at its San Francisco office as charged to corporate borrowers of the highest standing for short term unsecured obligations (but in no event in excess of the maximum rate of interest then permitted to be charged by California law).

Minimum Hours of Operation. The minimum hours of operation shall be 11:00 am through 8:00 pm during each day of the Months of May, June, July, August and September; and 11:00 am through 6:00 pm during each day for any other Month (subject to change as provided for below).

Minimum Monthly Rent. Minimum Monthly Rent as specified in the Summary, payable Monthly in advance as increased pursuant to the terms of Article 7.

Month or Monthly. A calendar month period within each Lease Year, except that with regard to payments that are to be made Monthly, the first Monthly period shall commence on the date the Term commences and the last Monthly period shall end on the date the Term expires or terminates.

Monthly Percentage Rent. The Monthly Percentage Rent is that percentage of the Gross Sales during each Month as set forth in the Summary.

Pier. The Redondo Beach Pier.

Premises. That portion of the Boardwalk Retail/Restaurant Area known as the Tenant Space number referred to above in the Summary, which numbered Tenant Space is located as shown on Exhibit B. The Minimum Monthly Rent is not based on the actual square footage as may be found by more exact measurement, and deviation from the approximations of Floor Area used to describe the Tenant Space herein shall not cause a change in the Minimum Monthly Rent.

Principal Owner. Any person or entity which owns or has the power to vote at least twenty-five percent (25%) of the equity securities (whether stock, partnership interests or otherwise) of Tenant.

Prior Lease. The lease between Landlord and Tenant in effect prior to the Commencement Date of this Lease.

Reconstruction. The repair, reconstruction and restoration of the Premises following a casualty, as described in Article 17.

Removable Trade Fixtures. All personal property of Tenant not permanently affixed to the Premises, including but not limited to shelves, racks, signs, displays, counters and mirrors, which can be removed without damage to the Premises.

Security Deposit. The amount of the Security Deposit is set forth in the Summary, and is payable by Tenant to Landlord pursuant to Article 31.

Summary. The Summary is the Summary of Lease Provisions attached at the front of this Lease and made a part hereof.

Tenant. The Tenant is identified in the Summary and on the first page of this Lease.

Tenant's Estoppel Certificate. A written statement by Tenant, substantially in the form of Exhibit D, with respect to the Lease, as required by Section 25.5.

Tenant Spaces. Those certain spaces designed for the possession and occupancy of businesses and tenancies under lease from Landlord as depicted on Exhibit B.

Tenant's Monthly Expense Share. Tenant's Monthly Expense Share is set forth in the Summary.

Term. The term of this Lease is set forth in the Summary, commencing on the Commencement Date.

## **ARTICLE 2 EXHIBITS**

The Summary set forth above and the following drawings and special provisions are attached hereto as Exhibits and are incorporated herein by this reference:

- Exhibit A: Premises Floor and Site Plan.
- Exhibit B: Description of Premises, Trade Name and Use of the Premises.
- Exhibit C: Guaranty of Lease.
- Exhibit D: Tenant's Estoppel Certificate.
- Exhibit E: Sign Criteria.
- Exhibit F: Parking Fee Schedule.
- Exhibit G: Rules and Regulations.
- Exhibit H: Confirmation of Lease
- Exhibit I: [Intentionally Deleted]
- Exhibit J: Memorandum of Lease

## **ARTICLE 3 PREMISES**

3.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, for the Term, for the rent, and upon the covenants and conditions set forth in this Lease. Prior to entering into this Lease, Tenant has made a thorough and independent examination of the Premises and all matters related to Tenant's decision to enter into this Lease. As the occupant of the Premises pursuant to the Prior Lease, Tenant is thoroughly familiar with all aspects of the Premises and is satisfied that it is in an acceptable condition and meets Tenant's needs. Tenant agrees that Tenant shall accept the Premises "as is" in the condition as of the execution of this Lease, subject to all recorded matters, laws, ordinances and governmental regulations and orders. Landlord shall have no responsibility for any work or Improvements which may be required to prepare the Premises for Tenant's use, or for any work in remodeling the Premises.

Tenant acknowledges that neither Landlord nor any agent or representative of Landlord has made any representation as to the condition of the Premises, the suitability of the Premises for Tenant's intended use or the economic feasibility of the business Tenant intends to conduct. This Lease confers no rights of possession to Tenant to that portion of Boardwalk Retail/Restaurant Area lying outside of the exterior walls, floor and ceiling that is a part of the Premises, or to the Common Areas.

3.2 Agreements Affecting Lease. This Lease is subject to the Master Documents, which are hereby incorporated by reference. Upon written demand of Landlord, Tenant shall execute, acknowledge and deliver to Landlord for recording a subordination agreement whereby this Lease is subordinated to any of the Master Documents and any amendments thereto provided Tenants' rights under this Lease are not substantially or materially altered.

### 3.3 Landlord's Reservations.

3.3.1 Regarding the Boardwalk Retail/Restaurant Area. Landlord may change the name of the Boardwalk Retail/Restaurant Area. Tenant acknowledges that the Improvements shown in Exhibit A and the identity of any tenant shown thereon are subject to changes, alterations, additions and deletions as the Landlord may direct. Landlord may change the shape, size, location, number and extent of the Improvements on the site plan as shown on Exhibit A, and eliminate or add any Improvements to any portion of the Boardwalk Retail/Restaurant Area. Landlord reserves to itself the use of the roof, exterior walls, and the equipment, machinery, connections, pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Boardwalk Retail/Restaurant Area, all in a manner and in locations which will not unreasonably interfere with Tenant's use of the Premises. Tenant's consent shall not be required for the creation of any covenants, easements or rights of way which are created by or required by Landlord or by any governmental authority.

3.3.2 Regarding the Premises. Landlord shall not materially change the size or location of the Premises without Tenant's prior written consent, which shall not be unreasonably withheld, after the Commencement Date. Landlord reserves the right to enter the Premises for purposes of inspection and repairs as set forth in Section 16.5, for self-help as set forth herein, for the installation and maintenance of sprinkler equipment, and at all times in case of emergency.

3.3.3 Regarding the City as Regulator. Tenant acknowledges and agrees that neither this Lease nor any other agreement with City in its proprietary capacity as Landlord shall bind the City in its regulatory capacity and that nothing contained herein is an agreement of the City as a governmental body having regulatory jurisdiction of the Premises to issue or grant to Tenant any permit including building, land use, occupancy, and health permits. Tenant shall be required to apply for and obtain all permits including building and land use permits needed from the City in its governmental regulatory capacity, and to comply with all laws, ordinances, rules and regulations of City governing the construction, use and occupancy of the Premises. Tenant further acknowledges that

Tenant shall not have the right to apply for building and land use permits without Landlord's written consent, which may be withheld in the sole discretion of Landlord.

#### **ARTICLE 4 USE AND POSSESSION**

4.1 Tenant's Business. Upon and after the Commencement Date Tenant shall use the Premises at all times for the sole purpose of conducting therein the business described and under the trade name as set forth in, Exhibit B, and for no other purpose or use and under no other trade name. Tenant shall not by any means or device, either directly or indirectly, violate the aforementioned restrictions on the use of the Premises.

4.2 Compliance with Agreements, Laws, etc.; Rules and Regulations; Insurance Requirements.

4.2.1 Tenant shall not use or permit to be used the Premises or any part thereof for any purpose or use in violation of the Master Documents, this Lease or in violation of any law or ordinance or any regulation of any governmental authority or in any manner that will constitute an unreasonable annoyance to any occupant of the Boardwalk Retail/Restaurant Area or a public or private nuisance, including but not limited to the production of deleterious or offensive odors (which shall in all instances for purposes of this Lease include any and all food and cooking odors), or that will damage the reputation of the Boardwalk Retail/Restaurant Area or any part thereof, or for any hazardous purpose, or in any manner that will violate, suspend, void or serve to increase the premium rate of or make inoperative any policy or policies of insurance at any time carried on the property, buildings or Improvements on the Boardwalk Retail/Restaurant Area or the Property or any part thereof.

4.2.2 Tenant shall not violate or permit the violation of, and at Tenant's cost and expense shall comply with or cause to be complied with, at all times during the term, all provisions of this Lease and the Master Documents affecting the Boardwalk Retail/Restaurant Area and all laws, ordinances, rules, regulations and orders of all governmental authorities (including, without limitation, the Uplands Trust) affecting the Boardwalk Retail/Restaurant Area and the operation of any business therein and, without limiting the generality of the foregoing, Tenant shall, at its cost and expense, procure all licenses, permits or other authorizations required in connection with any operation conducted in the Premises. Tenant shall pay for any and all changes to the remainder of the Boardwalk Retail/Restaurant Area outside the Premises required or necessitated by or in any way due to this Lease and/or Tenant's required or permitted activities (including construction) hereunder.

4.3 Release. Tenant hereby releases Landlord from any liability for any loss or damage should Tenant's use and occupancy of the Premises for the purposes set forth in this Lease be prohibited or impaired by reason of any zoning, law, ordinance or regulation of federal, state, county or municipal governments, or by reason of any act of

legal or governmental or other public authority, including without limitation, ballot initiatives.

4.4 Use of the Premises. Tenant shall at all times and at Tenant's cost and expense during the term (and shall cause its occupants to, as appropriate):

(1) Maintain the Premises and all access areas thereto in good order, condition and repair, and provide such janitorial services as shall be necessary to keep all of the above continuously safe, neat, vermin free, clean, inviting and attractive; and that in regard thereof, Tenant acknowledges that the Premises, being an oceanfront facility, is subject to nuisances caused by birds in the form of roosting and deposit of their droppings, and agrees to take reasonable measures to prevent or reduce such roosting and other nuisances caused by the birds on the exterior and roof of the Premises and to keep the exterior of the Premises and its immediate area clean and free of such droppings;

(2) Store or stock in the Premises only such property as shall be reasonably required in connection with business being conducted in the Premises, and not use any portion of the Premises for storage or warehouse purposes beyond such needs; and except for incidental related office purposes, use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Tenant's business therein;

(3) Store all trash and garbage in adequate closed containers located within the Premises so as not to be visible to members of the public patronizing the Boardwalk Retail/Restaurant Area; maintain such containers in a neat and clean condition and in a manner which will not create or permit any health or fire hazard or any offensive odor; and arrange for the regular removal of trash and garbage. If Landlord shall furnish trash removal service, Tenant shall use such service and shall pay Landlord monthly for such service at the prevailing competitive rate for such service as billed by Landlord;

(4) Refrain from burning any papers, trash or garbage of any kind in, on or about the Premises;

(5) Refrain from overloading any floor in the Premises;

(6) Refrain from using any portion of the Premises as living quarters, sleeping apartments or lodging rooms;

(7) Refrain from using the plumbing facilities for any purpose other than that for which they were constructed and refrain from disposing of any toxic, hazardous, damaging or injurious substance therein;

(8) Refrain from distributing any handbills or other advertising matter in, on or about any part of the Premises, the Boardwalk Retail/Restaurant Area, or

nearby parking facilities, and shall not permit any parading, rallying, patrolling, picketing, demonstrating, hawking, sign waving, or any similar type of conduct within the Premises or the Boardwalk Retail/Restaurant Area;

(9) Use best efforts to cause all trucks servicing the Premises to be loaded and unloaded in those areas and during those hours specified by Landlord;

(10) Provide the proper number and types of fire extinguishers for the Premises as required by the most stringent applicable laws or insurance requirements of either Landlord or Tenant; and,

(11) Keep the Premises suitably lighted during such hours as Landlord may reasonably require, including periods in addition to the business hours of Tenant if in the opinion of Landlord such lighting is reasonably necessary or desirable.

4.5 Prohibited Uses. Tenant shall not, and shall not allow any occupant of the Premises to:

(1) Conduct any going-out-of-business, fire, bankruptcy, auction or other distress sale in, on or about the Premises, or sell any used or re-conditioned merchandise or items;

(2) Use any sidewalks, walkways or areaways of the Boardwalk Retail/Restaurant Area for any purpose other than the passage of pedestrians. Tenant shall conduct its business entirely within the Premises;

(3) Place any fence, structure, building, improvement, division, rail, sign, advertising, display, device or obstruction of any type or kind upon the Common Area or the Boardwalk Retail/Restaurant Area or any part thereof, or upon any vestibule, entrance or return to the Premises, except as may be approved in writing by Landlord;

(4) Park, operate, load or unload any truck or other delivery vehicle at the Boardwalk Retail/Restaurant Area or the Property, other than that portion from time to time designated by Landlord, or use any portion of Landlord's loading docks and related facilities other than such portions thereof and during such times as Landlord may designate in its sole and absolute discretion;

(5) Keep live animals of any kind in, on or about the Premises;

(6) Install, use or permit to be used in, on or about the Premises or the Boardwalk Retail/Restaurant Area any advertising medium, paging system, or other sound, light, or sensory device which may be seen, heard or experienced outside the Premises, such as, but not limited to, flashing lights, searchlights,

loudspeakers, phonographs, pianos, organs, jukeboxes or radio or television broadcasts or permit any live music or entertainment at any time;

(7) Maintain or permit to be maintained in, on or about the Premises, pinball, mechanical or electronic games of any nature, or any vending, coin or credit card operated machines of any nature (except for any vending machines for food, candy, beverages and other similar items which are located only in areas not generally accessible to patrons and are solely for use by employees of the business(s) being conducted in the Premises);

(8) Use any portion of the Premises for (i) the sale of drugs, including without limitation marijuana, (ii) a drug treatment clinic, (iii) a liquor store, (iv) a bar dispensing liquor or alcoholic products which is not an incidental part of a restaurant or (v) the sale, distribution, display or offer for sale of any item which in Landlord's good faith judgment (which judgment may include consideration of the fact that the Landlord is the City), is inconsistent with the quality of the operation of the Boardwalk Retail/Restaurant Area intended for general and family-oriented patronage or which may tend to injure or detract from the moral character or image of the Boardwalk Retail/Restaurant Area, or which may otherwise violate the local community's sense of decorum, as may be determined by Landlord in its sole discretion. Without limiting the generality of the foregoing, Tenant shall not sell, distribute, display or offer for sale any paraphernalia used in connection with any illegal drugs or any pornographic, lewd or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind.

4.6 Safety Requirements. Tenant's occupancy and rights hereunder shall be subject to the following:

(1) All fire protection systems servicing the Premises and the Boardwalk Retail/Restaurant Area, including, without limitation, any central station or remote station alarm systems, risers, sprinkler system, sprinkler control and fire protection water supply and related valves and fire pumps, shall be subject to Landlord's direct control and supervision, but without any obligation on Landlord to exercise such control and/or supervision.

(2) It shall be the responsibility of Landlord to keep any sprinklers in service at all times and to maintain any sprinkler equipment within the Premises in good order and repair so as to satisfy a "highly protected risk" rating with Landlord's fire insurance carrier, and any impairments to the sprinkler system within the Premises shall be reported immediately by Tenant to Landlord. In the event that it is necessary that any automatic sprinkler system be out of service, Tenant shall provide a fire watch in the affected areas of the building to meet both Landlord's and Code requirements.

(3) Tenant shall provide and maintain portable fire extinguishers throughout the Premises on the basis of at least one 2A-20BC rated extinguisher for each 3,000 sq. ft. or portion thereof. Said extinguishers must be mounted along normal paths of travel and securely hung in conspicuous locations. Said extinguishers must be placed so that travel distance to an extinguisher from any portion of the Premises does not exceed 75 feet.

(4) Tenant shall not introduce any hazardous occupancy or operation into the Premises for which the fire protection equipment therein is not designed. No operation may be conducted in the Boardwalk Retail/Restaurant Area which involves the use or storage of flammable liquids, aerosols or gas, and such use or storage in the Premises is prohibited, except and only as may be otherwise provided in this Lease for cooking facilities.

(5) Tenant shall observe and comply with all requirements specified by Landlord's fire insurance carrier for a "highly protected risk" rating in respect of the Premises and Tenant's use of the same and its operations therein.

(6) If any cooking facility is operated in the Premises, Tenant shall comply with the special hazard protection requirements in the latest edition of NFPA Standard 96, including, without limitation:

(i) properly constructed and arranged ventilation hoods and ducts for all cooking equipment;

(ii) a fixed pipe automatic dry chemical or carbon dioxide extinguishing system (or approved equivalent) protecting the cooking surface, ventilation hood and ductwork of all cooking appliances producing grease-laden vapors;

(iii) the extinguishing system must be interconnected with the fuel supply for the cooking equipment so that actuation of the extinguishing system causes automatic shut-off of the fuel supply to the equipment.

4.7 Compliance with Law. Tenant covenants and agrees not to violate or permit the violation of, and at its expense shall comply or cause to be complied with all present and future applicable building, subdivision, zoning, off-street parking, environmental protection or any other land use or other laws, ordinances, rules, regulations or orders of any and all governmental authorities regulating the conduct of or having jurisdiction over the use and occupancy of the Boardwalk Retail/Restaurant Area (including the Premises) and, without limiting the generality of the foregoing, Tenant shall, at its expense, procure all licenses, permits or other authorizations required in order to lawfully and properly use, as a portion of the Boardwalk Retail/Restaurant Area, the Premises in the manner required and contemplated by this Lease. Tenant shall be responsible, at Tenant's expense, for making any modifications to the Premises or

accommodations as may be required pursuant to the Americans with Disabilities Act and any other applicable accessibility laws.

4.8 Rules and Regulations. Tenant and Tenant's agents, employees, licensees, concessionaires, subtenants and invitees shall observe faithfully and comply with any reasonable rules and regulations governing the Boardwalk Retail/Restaurant Area as may from time to time be established in the Boardwalk Retail/Restaurant Area and Parking Rules and Regulations in Exhibit F and modified by Landlord. Such rules and regulations may apply, but need not be limited to, Minimum Hours of Operation, safety regulations, matters relating to security, schedule for lighting of display windows and signs and the use of Common Areas. Such rules and regulations shall be binding upon Tenant when posted in the management office of the Boardwalk Retail/Restaurant Area or upon delivery of a copy thereof to Tenant.

4.9 Food Service Use. Any material change in the quality or general theme of the restaurant originally approved by Landlord in the Premises shall be subject to Landlord's prior written approval, which may be granted or withheld in Landlord's sole discretion. Tenant agrees to maintain the highest standards in the quality and preparation of all food items, maintenance and cleanliness of the Premises, including, without limitation, the following:

(a) Tenant shall use its best efforts to maintain an "A" rating (or such similar first-class standard) set forth from time to time in applicable health department or other applicable governmental guidelines. Tenant's failure to maintain such first-class rating more than three (3) times in any twenty-four (24) month period during the Lease Term shall, at Landlord's election, constitute a material default by Tenant hereunder; provided, however, that Tenant shall not be in default under this section so long as Tenant contests any such rating in good faith within thirty (30) days after Tenant's receipt of notice that its rating has been lowered and concurrently therewith provides to Landlord written evidence that Tenant is diligently pursuing the resolution of such contest and thereafter resolves such contest within sixty (60) days.

(b) Tenant shall not permit the accumulation of any refuse and shall be solely responsible, at Tenant's sole cost and expense, for the removal of all trash and garbage from the Premises not less than seven (7) days per week to trash receptacles provided by Landlord pursuant to such procedures as Landlord may designate from time to time. Pending such removal, all such trash shall be kept in odor-proof, vermin-proof sealed containers out of public view and in compliance with all applicable laws.

(c) Tenant shall, at its sole cost and expense, at all times during the Term, provide necessary exhaust fans and systems, ductwork and venting and use its best efforts to ensure that all smoke, odors, vapors and steam are properly exhausted from the Premises. Such systems shall be installed pursuant to plans approved by Landlord, which systems shall prevent the discharge of smoke, odors, vapors and steam into the Common Areas of the Premises and the premises of other tenants. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant's ordinary and customary odors alone which are

consistent with Tenant's permitted restaurant use shall not constitute a violation of this section. Tenant's exhaust and venting systems shall include fire prevention and/or extinguishment facilities or systems as may be required from time to time by applicable law or by Landlord in connection with Tenant's use at the Premises. All such systems shall be maintained by Tenant at Tenant's sole cost and expense in good working order and condition and in accordance with all applicable laws. Tenant shall regularly and adequately clean and maintain, or provide a contract for such cleaning and maintenance of, all such exhaust and venting systems serving the Premises, whether located within or outside the Premises in compliance with Landlord's standards and requirements for such cleaning and maintenance. Tenant shall provide to Landlord, upon Landlord's request, reasonable proof of such cleaning and maintenance program.

(d) Tenant shall use its best efforts to keep the Premises free from insects, rodents and all vermin. Without limiting the generality of the foregoing, Tenant shall, at Tenant's sole cost and expense, engage professional, reputable exterminators reasonably approved by Landlord to service the Premises, including, without limitation, all food preparation and food storage areas, on a monthly basis (or at such greater frequency as Landlord may require) and to the extent necessary to safely keep the Premises free of insects, rodents, vermin and other pests and to prevent insects, rodents, vermin and other pests from infesting the premises of other tenants or the Common Areas of the Premises. Tenant shall, upon Landlord's request, provide reasonable proof that Tenant is causing such extermination to be performed regularly at the Premises.

(e) Tenant shall, at Tenant's sole cost and expense at all times during the Lease Term, provide the necessary piping, connections, traps, grease traps, catch basins and other facilities for the removal of all waste liquids from the Premises in compliance with all applicable laws, codes and ordinances. Such facilities shall be connected to the sewers and mains provided by Landlord and shall be constructed so as to prevent the backing up or discharge of any such waste liquids into the Premises, the premises of other tenants or into the Common Areas of the Premises. Tenant shall not dispose of, nor permit to be disposed, any materials which tend to cause clogging or blockage of pipes and drains. Tenant shall regularly and adequately clean, or provide for the cleaning of, all grease traps, catch basins, plumbing waste lines and similar facilities serving the Premises. Tenant shall, upon Landlord's request, provide adequate proof that Tenant is causing such drainage cleaning to be performed regularly at the Premises.

(f) If alcoholic beverages are to be served at the Premises, Tenant shall obtain and maintain all required liquor licenses at all times during the Term. Tenant shall comply with all applicable alcoholic beverage control laws. Tenant shall not sell or serve alcoholic beverages intended for consumption outside of the Premises and shall use its best efforts to ensure that Tenant's customers do not carry such beverages outside of the Premises.

## **ARTICLE 5 TERM**

5.1 Term. The Term for the period stated in the Summary shall commence on the Commencement Date. If the Commencement Date occurs on a day other than the first day of a Month, the Initial Term shall commence on the Commencement Date and shall continue from the first day of the calendar month next following the Commencement Date for the period of years set forth above.

5.2 Early Termination. Landlord may terminate the Term at any time after the first year of the Term, in Landlord's sole and absolute discretion, with or without cause, by giving Tenant written notice at least twelve (12) months prior to the intended termination date. If Landlord delivers such notice of termination to Tenant, then this Lease shall terminate on the date set forth in the termination notice. Upon receipt of Landlord's notice of termination, Tenant may in its sole and absolute discretion give notice to Landlord of Tenant's election to terminate the Term 90 days after its receipt of Landlord's termination notice, and in such event the date of termination shall be 90 days after Tenant's receipt of Landlord's termination notice. Tenant acknowledges that Landlord may desire to terminate this Lease to facilitate Landlord's plans for the revitalization of the Boardwalk and Harbor Area, and that Tenant is not entitled to relocation benefits therefore as set forth in Section 5.3 hereof. Upon the termination of the Term of this Lease, the parties shall have no further obligations under this Lease, except as to those obligations that expressly survive the termination of this Lease.

5.3 No Relocation Assistance. 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, whether as a result of the expiration of the Term, Landlord's termination of the Lease pursuant to Section 5.2 hereof, 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.

## **ARTICLE 6 HOLDING OVER**

If Tenant holds over or remains in possession of the Premises with or without the consent of Landlord after the expiration of the Term, such holding over or continued possession shall create a tenancy from month to month only, upon the same terms and conditions as are herein set forth so far as the same are applicable; provided, however, the Minimum Monthly Rent payable during the period of such holding over shall be two

hundred percent (200%) of the rent payable immediately preceding the expiration of the Term. If Tenant fails to surrender the Premises in a timely manner upon the termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any proposed new tenant founded on such failure.

## **ARTICLE 7 RENT**

Tenant shall pay Landlord without prior demand, deduction, set-off, counterclaim or offset during the Term the rent provided in this Article. All payments to be made under the terms of this Lease shall be in lawful money of the United States of America.

7.1 Minimum Monthly Rent. Tenant agrees to pay the Minimum Monthly Rent, in advance, on the first day of each calendar month, commencing on the Commencement Date, for the use and occupancy of the Premises. Should the Commencement Date be on a day other than the first day of a Month, then the rental for such fractional month shall be computed on a daily basis for the period from the Commencement Date to the end of such calendar month in an amount equal to 1/30 of said Minimum Monthly Rent for each day in such period and shall be due on the Commencement Date.

7.2 Payment of Tenant's Monthly Expense Share. Tenant shall pay Monthly to Landlord, as Additional Rent in addition to all other rental payable pursuant to this Article 7, Tenant's Monthly Expense Share. Tenant's Monthly Expense Share shall be due and payable at the same time that the Minimum Monthly Rent is due and payable. Tenant acknowledges that all businesses within the Boardwalk Retail/Restaurant Area are currently assessed under the International Boardwalk Sanitation District ("Sanitation District") for operational service fees provided by the City. Said fees are levied and assessed as set forth by ordinance and resolution of Landlord's City Council and may be adjusted from time to time. Tenant agrees to pay the annual assessment levied on the Premises by the Sanitation District. One-twelfth of the assessment levied annually upon Tenant at the Premises by the Sanitation District shall be credited (the "Sanitation District Credit") to each of Tenant's Monthly Expense Share for each month during the Lease Year for which the assessment and levy pertains; provided that Tenant delivers a true copy of the notice of assessment and levy to Landlord within 30 days that Tenant receives such notice of assessment and levy. No Sanitation District Credit shall be given on account of penalties, interest or costs of collection arising from non-payment of the assessment. In the event the Fisherman's Wharf Sanitation District is dissolved or altered in any manner, including to assess only leaseholders, Tenant agrees that the Sanitation District Credit shall cease and no longer be credited against Tenant's Monthly Expense Share, and that the full amount of the Tenant's Monthly Expense Share shall be due and payable without credit or offset.

7.3 Adjustment To Minimum Monthly Rent. On the third anniversary of the Commencement Date, the Minimum Monthly Rent shall be adjusted to an amount equal to 80% of the average total monthly rent, including without limitation percentage and minimum rent, payable to Landlord during the previous (three-year) period, provided it shall never be decreased from the then minimum monthly rent at the time of this calculation. If such a formula does not yield an increase in Minimum Monthly Rent equal to or greater than the CPI increase for such a period, then Minimum Monthly Rent shall be adjusted by the increase in the CPI over such period, but in no event decreased, as provided in this Section. For purposes of these CPI increase adjustments, the "Base Month" shall be the Month which is two Months before the Commencement Date, and the adjustment Month shall be the next Month immediately following the third anniversary of the Base Month. The increase shall be calculated by multiplying the Minimum Monthly Rent by a fraction in which the numerator is the CPI for the adjustment Month and the denominator is the CPI for the base Month, and the Minimum Monthly Rent shall be increased to that sum. If the CPI is amended or discontinued, Tenant agrees that Landlord shall have the right to designate a substitute index to be used which will assure that substantially the same results will be obtained hereunder as if the CPI had remained in effect throughout the Term.

7.4 Monthly Percentage Rent. In addition to Minimum Monthly Rent and other sums specified herein, Tenant agrees to pay to Landlord on the 10th day of each Month, Monthly Percentage Rent for the immediately preceding Month without any prior demand and without any offset or deduction whatsoever; except that Tenant shall be liable for Monthly Percentage Rent only to the extent by which the amount the Monthly Percentage Rent for the immediately preceding Month exceeds the Minimum Monthly Rent paid to Landlord by Tenant for the same immediately preceding Month.

7.4.1 Default Monthly Percentage Rent. In the event Tenant shall fail to timely submit a Monthly Statement, as provided for below in section 7.4.4, the Monthly Percentage Rent due on the date that the Monthly Statement for such Month is required to be submitted to Landlord shall be the "Default Monthly Percentage Rent", which is the higher of (i) the highest Monthly Percentage Rent previously reported on a Monthly Statement or (ii) 110% of the then current Minimum Monthly Rent applicable to the Month for which the Monthly Percentage Rent is due. In the event that the Monthly Percentage Rent to be due was later determined from the relevant Monthly Statement in accordance with section 7.4.4 to be greater than the Default Monthly Percentage Rent, Tenant shall immediately pay the amount of the deficiency to Landlord, together with interest thereon from the date the Monthly Percentage Rent was otherwise due. Nothing contained herein shall be construed (i) to allow Tenant to fail or refuse to faithfully account for Gross Sales, to submit Monthly Statements or to pay Monthly Percentage Rent as otherwise provided for herein, or (ii) as a waiver of the rights of Landlord to otherwise receive faithful accountings and Monthly Statements from Tenant and to conduct audits concerning such rights. The Monthly Percentage Rent for any Month shall be the greater of (i) the Default Monthly Percentage Rent and (ii) the Monthly Percentage Rent determined by a timely submitted Monthly Statement. Tenant shall not be entitled to

a credit or repayment if the Default Monthly Percentage Rent is later determined by the relevant Monthly Statement to be greater than the Monthly Percentage Rent.

7.4.2 Calculation and Adjustment of Monthly Percentage Rent Payments. The amount of the Monthly Percentage Rent due and payable for the immediately preceding Month shall be calculated by applying the percentage of Gross Sales specified as Monthly Percentage Rent in the Summary to Gross Sales in the Monthly Statement to be submitted to Landlord as required below and deducting therefrom the payment (if any) of Minimum Monthly Rent made by Tenant for the same Month. The calculation of Minimum Percentage Rent shall be made in writing by Tenant and submitted to Landlord together with the payment of the Monthly Percentage Rent to which it applies. The accuracy of such calculation and of the Monthly Statement shall not be binding on Landlord. For the purpose of computing the Monthly Percentage Rental due, sales made during the first fractional Month in which Monthly Percentage Rent commences shall be added to the sales made during the first full calendar Month and Tenant shall pay to Landlord the amount by which the amount so computed as a percentage of Gross Sales of Tenant during this entire period exceeds the Monthly installments of Minimum Monthly Rent which are paid by Tenant during said period. The amount by which the Minimum Monthly Rent paid for any Month exceeds the Monthly Percentage Rent for that same Month shall not be credited against the Minimum Monthly Rent or Monthly Percentage Rent for any other Month and there shall not be an adjustment on an annual basis of the aggregate Monthly Percentage Rent due during a Lease Year.

7.4.3 Record Keeping. Tenant shall record at time of sale, in the presence of the customer, all receipts from sales or other transactions, whether cash or credit, in a cash register(s), which shall provide a cumulative total and which shall number consecutive purchases. Tenant shall keep and maintain (i) all such cash register receipts with regard to the Gross, net sales, credits, refunds and other pertinent transactions made from or upon the Premises (including the Gross Sales of any subtenant, licensee or concessionaire), (ii) detailed original records of any exclusions or deductions from Gross Sales (including any exclusions or deductions from Gross Sales of any subtenant, licensee or concessionaire) and (iii) full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied. Such books, receipts and records shall be kept for a period of three (3) years after the close of each Lease Year, and shall be available for inspection and audit by Landlord and/or its representatives at the Premises at all times during regular business hours. In addition, upon request of Landlord, Tenant agrees to furnish to Landlord a copy of Tenant's State and Local Sales and Use Tax Returns and Tenant waives any right of confidentiality which Tenant may claim to have for such Returns.

7.4.4 Monthly and Annual Statements. Tenant shall furnish to Landlord a written statement ("Monthly Statement") of Gross Sales for each Month not later than 10 days after the end of such Month. Tenant shall also furnish an annual written statement ("Annual Statement"), including a Monthly breakdown of Gross Sales during each Lease Year, within 45 days after the close of each Lease Year. Such Monthly

Statements and Annual Statement shall be signed and certified to be true and correct by Tenant if Tenant is composed of individuals, or by the chief financial officer of Tenant, if Tenant is a corporation. The receipt by Landlord of any Monthly or Annual Statement or any payment of Monthly Percentage Rental for any period shall not bind it as to the correctness of the Monthly Statement or the Annual Statement, or the correctness of any payment. Any information gained by Landlord from such Statements, or any audit or inspection shall be confidential to the extent that Tenant maintains such information as secret and confidential and so informs Landlord, and shall not be disclosed by Landlord other than to carry out the purposes of this Section, with the exception of the following: Landlord shall be permitted to divulge the contents of any such Statements in connection with any financing arrangements, ground leases, or assignments of Landlord's interest in the Premises, in connection with any administrative or judicial proceedings in which Landlord is involved where Landlord may be required to divulge such information or when Landlord (as a public agency) is required by law to divulge such information.

7.4.5 Right to Inspect and Audit. Landlord shall, within five (5) years after the receipt of the Annual Statement for a Lease Year, be entitled to inspect and audit, and to make and retain copies of, Tenant's books, records and accounts relevant to the determination of Gross Sales and the cost of sales (including the Gross Sales and cost of sales of any subtenant, licensee or concessionaire) for all Months during the period subject to audit. Such audit shall be conducted either by Landlord or by an auditor designated by Landlord during normal business hours at Tenant's principal place of business. If it is determined as a result of such audit that there has been a deficiency in the payment of any Monthly Percentage Rental, then such deficiency shall immediately become due and payable, together with interest at the Maximum Lawful Rate from the date when said payment should have been made. In addition, if any of Tenant's Monthly Statements under review by Landlord is found to have understated Gross Sales for any Month by more than two percent (2%), and if Landlord is entitled to any additional Monthly Percentage Rental for that Month as a result of said understatement, then Tenant shall pay to Landlord all reasonable costs and expenses (including, but not limited to: accounting, bookkeepers and auditors fees; attorneys' fees; costs allocable to salaries and benefits of Landlord's employees; copying, reproduction and printing costs; and litigation and court costs) which may be incurred or suffered by Landlord in determining the understatement or collecting the underpayment. If Tenant's statement shall be found to have understated Gross Sales for any Month by more than 6%, then, in addition to Landlord's aforesaid rights, Landlord may, at its sole option, terminate this Lease at any time thereafter upon notice to Tenant.

7.5 Additional Rent. Tenant shall pay all Additional Rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Minimum Monthly Rent thereafter falling due. Nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or to limit any other remedy of Landlord.

7.6 Failure To Pay Items Required Under Article 7. If Tenant fails to pay any Minimum Monthly Rent, Monthly Percentage Rent, Default Monthly Percentage Rent or any Additional Rent when the same is due and payable, such unpaid amounts shall bear interest at the Maximum Lawful Rate from the date due until the date of receipt by Landlord of such payment. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any monthly installment of Minimum Monthly Rent (and/or late payment of other obligations hereunder) will cause Landlord to incur certain internal administrative costs and expenses not otherwise provided for under this Lease, and that the exact amount of such costs are extremely difficult or impractical to fix. Such costs and expenses will include but are not limited to internal administrative processing, accounting and review. Therefore, if any such payment is not received by Landlord from Tenant in good funds by the 10th day after the date on which such payment is due, Tenant shall immediately pay to Landlord a late charge equal to the greater of 5% of such payment or \$100. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its internal administrative loss suffered because of nonpayment or untimely payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment or untimely payment by Tenant, and shall not prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

7.7 Application of Payments. Landlord may at its option, apply any payments received from Tenant, to any Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which is then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any payment received from Tenant shall be applied first to the Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which has been overdue for the longest period of time.

7.8 Address for Payments. All rental and other payments shall be paid by Tenant to Landlord at Landlord's address as shown in the Summary, or at such other place as may occasionally be designated by Landlord in writing.

## **ARTICLE 8 UTILITIES**

Tenant shall, during the entire Term, (i) arrange for and pay any and all initial utility deposits and fees, connection and metering costs, and (ii) all monthly service charges for electricity, gas, water, telephone and any other utility services, except for sewage, furnished to the Premises and the Improvements thereon. Landlord shall not be liable for any loss or damage resulting from an interruption of any of the above services.

8.1 Indemnification. Tenant shall defend, indemnify and save Landlord harmless against any liability or charges on account of any utility services. In case any utility charges are not paid by Tenant when due, Landlord may pay the utility charges to the utility company or department furnishing the utility service, and any amounts so paid by

Landlord shall be paid by Tenant to Landlord immediately upon demand by Landlord, as Additional Rent.

8.2 Utility Charges. If a submeter is installed for any utilities, Tenant shall pay Landlord monthly for the utility services so submetered at the same rates which Tenant would pay to the utility company supplying such utility service if such service were supplied by direct meter. If the furnishing of any service by Landlord should be determined to be a public utility service and rates therefor should be fixed or approved by any public authority having jurisdiction, then such rates for any such service shall supersede the provisions of this Lease with respect to the determination of the charges to be paid by Tenant for such service. Landlord may at its option, install separate utility meters at Tenant's expense.

8.3 No Overloading. Tenant shall not have the right to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities without Landlord's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord, and if Landlord provides such additional facilities to accommodate Tenant's installation, Tenant agrees to pay Landlord, upon demand, the cost of providing such additional utility facilities and all related expenses of any kind. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems.

8.4 Discontinuance. Landlord reserves the right to cut off and discontinue furnishing any heating, ventilation, air conditioning or other utility services furnished or submetered by Landlord at any time after an event of default under this Lease by Tenant. Landlord shall not be liable for any damages resulting from or arising out of such discontinuance of utility services, and such discontinuance shall not constitute a termination of this Lease or an eviction of Tenant. Tenant hereby releases Landlord from any loss, damage or liability sustained by Tenant as a result of such discontinuance.

8.5 Additional Utility Programs. If Landlord now or hereafter elects to provide any type of utility or alarm services to all or a substantial part of the Boardwalk Retail/Restaurant Area, then Tenant shall, upon Landlord's request, participate in the program and pay to Landlord the reasonable cost of installing and providing the services to Tenant. The utility or alarm services which Landlord may provide include, but are not limited to, electricity for lighting, heating and air conditioning, fire, smoke or security alarm systems, telephone systems and/or any other technological advances which may provide a benefit to the tenants or patrons of the Boardwalk Retail/Restaurant Area. If Landlord provides any of such utility or alarm systems, Landlord may also establish a reasonable program, through rules and regulations, for the monitoring of such systems, determining the usage by each Occupant, establishing standards, requirements and limitations on usage, record keeping, construction and maintenance.

8.6 Utility Service by Landlord. If any utilities are provided in whole, or in part, by Landlord, Tenant shall promptly pay to Landlord as Additional Rent Tenant's share of the charges paid by Landlord for the utilities servicing the Premises or the Common

Areas during the Term. From and after the Commencement Date, Tenant shall pay to Landlord an amount estimated by Landlord to be the monthly sum payable hereunder by Tenant for such services. Landlord may adjust the monthly estimated sum at the end of each calendar quarter, based on Landlord's experience and reasonably anticipated costs. Within 60 days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the previous year showing the total of said utility expenses payable by Tenant for said year and the payments actually made by Tenant with respect to such period as set forth above. If the sums payable for such utility expenses exceed Tenant's prior payments, Tenant shall pay Landlord the deficiency within 10 days after receipt of such statement. If said payments exceed the sums payable for such expenses, Tenant shall be entitled to offset such excess against payments which next become due to Landlord as set forth above. Tenant shall pay its pro rata share of the utilities expense, which shall be an amount equal to the utilities expense on the Boardwalk Retail/Restaurant Area multiplied by a fraction the numerator of which shall be the floor area of the Premises as determined by Landlord (and as indicated on the cover sheets hereto) and the denominator of which shall be the floor area of all areas available for exclusive use and occupancy by tenants of the Boardwalk Retail/Restaurant Area, whether or not such areas are actually occupied and open for business.

**ARTICLE 9 INDEMNITY - RELEASE - INSURANCE - WAIVER OF SUBROGATION**

9.1 Indemnity. To the fullest extent permitted by law, Tenant shall indemnify and hold harmless Landlord and its respective officers, employees, elected and appointed officials and volunteers from and against any and all claims, damages, liabilities, losses, Environmental Damages, judgments, lawsuits, causes of action, obligations, penalties, costs, charges and expenses, including without limitation, attorneys' fees and costs and expert witness fees, caused in whole or in part by any intentional, reckless or negligent act or omission of Tenant, any Tenant assignee, licensee, sublessee, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or its failure to comply with any of its obligations contained in this Lease, or its failure to comply with any law, and which may be imposed or incurred or asserted (whether real or claimed) against Landlord or its respective officers, employees, elected and appointed officials, contractors, and volunteers by reason of the occurrences listed below during the Term of this Lease. This indemnification obligation shall survive this Lease and shall not be limited by any term of any insurance policy required under this Lease.

(a) Any use, non-use, possession, occupation, condition, operation, conduct of business, maintenance or management of the Premises, or from any activity, work, or other things done, permitted or suffered by Tenant, its agents, contractors, servants, employees or invitees, in or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(b) Any negligence or wrongful act on the part of Tenant or any of its agents, contractors, servants, employees, sublessees, operators, licensees or invitees;

(c) Any accident, injury or damage to any person or property occurring in, on or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(d) Any failure on the part of Tenant to maintain, repair, restore or construct the Premises as provided in this Lease, or any failure to perform or comply with any of the other terms, provisions, covenants and conditions contained in this Lease on its part to be performed or complied with; and

(e) All liens, claims and demands arising out of the construction, alteration, repair, restoration or work of improvement on or about the Premises by or on behalf of Tenant or its facilities.

Tenant agrees to give prompt notice to Landlord in case of casualty or accidents in the Premises, or in the case of any incident or omission upon which a claim could be made. In case any action or proceeding is brought against Landlord or its officers, agents and employees by reason of any such claim, Tenant, upon written notice from Landlord, shall at Tenant's expense, resist or defend such action or proceeding by counsel reasonably approved by Landlord in writing. This obligation to indemnify shall include without limitation reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made. Notwithstanding the foregoing, Landlord or its officers, agents and employees shall not be entitled to indemnity under the foregoing provision for any claim arising from the willful misconduct or gross negligence of Landlord, its officers, agents and employees.

9.2 Release. Landlord or its agents shall not be liable for interference with the light, air, access to, or for any latent defect in the Premises. Landlord shall not be liable for and Tenant hereby releases Landlord from any loss, damage or liability of any kind, for any injury to or death of persons, for Environmental Damages or for damage to property of Tenant or any other person from any cause whatsoever occurring from and after the Commencement Date by reason of the use, construction, occupancy and enjoyment of the Premises or the Boardwalk Retail/Restaurant Area by Tenant or any person thereon or holding under Tenant, or for any matter for which Tenant indemnifies Landlord. The damages for which Landlord is released include, but are not limited to, damages resulting from (i) any labor dispute, (ii) fire, smoke, explosion, noxious odors, the presence of Hazardous Materials, falling plaster or other building materials, steam, gas, electricity, or other nuisance, (iii) water, dampness, wave action or rain which may leak from or to any part of the Premises or its roof, (iv) failure or rupture of the pipes, appliances, systems, equipment or plumbing works in the Premises or the Boardwalk Retail/Restaurant Area and (v) interruption in utility service. Landlord shall in no event be liable to Tenant or anyone claiming by, under or through Tenant for any loss, damage or liability resulting from the acts or omissions of other Tenants or users of the

Boardwalk Retail/Restaurant Area or by any other third person who was not acting under the direction and control of Landlord.

9.3 Waiver of Subrogation. Tenant hereby waives any rights Tenant may have against Landlord on account of any loss or damage occasioned to Tenant, or Tenant's property, arising from any risk generally covered by fire and extended coverage insurance. Tenant's insurance coverages shall be endorsed to state that all insurers waive any rights of subrogation it may have against the City of Redondo Beach, its officers, elected and appointed officials, contractors, employees, and volunteers.

9.4 Insurance Provided by Tenant. From and after delivery of possession of the Premises, Tenant shall carry and maintain, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and in the forms provided below:

9.4.1 Comprehensive General Liability. Comprehensive General Liability Insurance covering the Premises and Tenant's use thereof against claims for bodily injury or death, personal injury and property damage occurring upon, in or about the Premises regardless of when such claims may be made. Such insurance shall have limits of not less than \$2,000,000 for bodily injury to or death of any number of persons arising out of any one occurrence and \$2,000,000 for property damage arising out of any one occurrence, or a combined single limit of at least \$4,000,000 may be provided in lieu of split limits. These limits shall apply to this location only. The insurance coverage required under this Section shall include coverage for liability hazards as defined in the policy forms and endorsements for premises and operations liability, personal injury liability, broad form property damage liability and contractual liability, which shall extend to liability of Tenant arising out of the indemnities provided in Section 9.1. General Liability coverage can be provided in the form of an endorsement to Tenant's insurance, or as a separate policy. If required by Landlord from time to time, Tenant shall increase the limits of its comprehensive general liability insurance to reasonable amounts customary for tenants in like Boardwalk Retail/Restaurant Areas. Coverage must be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

9.4.2 Plate Glass. Insurance covering all plate glass on the Premises. Tenant shall have the option to (i) insure the risk, (ii) post a bond for replacement of any damaged plate glass, or (iii) pay for the immediate replacement of all plate glass if and when any damage occurs.

9.4.3 Boiler and Machinery. Boiler and machinery insurance on all air conditioning equipment and systems exclusively serving the Premises and all electrical facilities and equipment located in the Premises. If said equipment and systems, and the damage that may be caused by them or result from them, are not covered by Tenant's extended coverage insurance, then the insurance specified in this subsection shall be in an amount of not less than Five Hundred Thousand Dollars (\$500,000). If Tenant requires boilers or other pressure vessels to serve the Premises they shall also be insured in the amount required by this subsection.

9.4.4 Direct Property Damage. All Risk Physical Damage Insurance covering Tenant's trade fixtures, merchandise and personal property from time to time in, on or about the Premises, and all leasehold Improvements to the Premises which Tenant is required to maintain pursuant to Section 16.1, specifically including any heating and cooling facilities serving the Premises which may be located outside the Premises provided that Tenant shall have the option to self-insure the plate glass. Such insurance (i) shall be written on a replacement cost basis in an amount equal to at least ninety percent (90%) of the replacement cost of the insured property; and (ii) shall provide protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler leakage, vandalism, malicious mischief, and, if obtainable at commercially reasonable rates, also earthquake, flood and other natural disaster insurance. Tenant's obligations to provide insurance pursuant to this Section shall apply to all Improvements and fixtures, notwithstanding that some or all of such Improvements and fixtures may have been installed by Tenant, Landlord, a prior tenant or any other party at any time before or after the delivery of the Premises to Tenant.

9.4.5 Workers Compensation. Statutory workers compensation insurance (including occupational disease insurance) as may be from time to time required by the laws of the State of California.

9.4.6 Employer's Liability. Employer's liability insurance with a per occurrence limit of not less than \$2,000,000 per accident for bodily injury or disease or such greater amount as is customary for similar employers in the trade area.

9.4.7 Liquor Liability. If, with the consent of Landlord, alcoholic beverages are to be dispensed in the Premises, liquor liability insurance which includes loss of means of support coverage with limits of not less than those set forth in Section 9.3.1 above, for bodily injury or death and property damage in the event that in any part of the Premises there shall be given, sold or dispensed intoxicating liquors or alcoholic beverages as set forth in the Dram Shop statutes of California.

9.4.8 Business Interruption. Rental insurance (or, as the case may be, use and occupancy insurance) and business interruption or disruption insurance with benefits payable to Landlord in amounts not less than the total Minimum Annual and Monthly Percentage Rentals payable by Tenant to Landlord for the previous year.

9.4.9 Motor Vehicle Liability. Motor vehicle liability insurance governing any autos used in connection with operations at the Premises with coverage at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

9.4.10 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies (i) with A. M. Best rating of not less than A-X, and (ii) which are California admitted insurers. Any deductibles must be declared to and approved by Landlord in its sole discretion. All such policies shall provide that the full amount of any losses shall be payable for Landlord's benefit under the terms of this Lease notwithstanding any act, omission or negligence of Landlord or Tenant which might otherwise result in a forfeiture of insurance coverage, and shall be issued in the names of Landlord and Tenant, and if requested by Landlord, Landlord's mortgagee or beneficiary, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and Landlord's mortgagee or beneficiary. Executed copies of such policies of insurance or certificates and endorsements thereof shall be delivered to Landlord within ten (10) days after the Commencement Date. Thereafter, executed copies of renewal policies or certificates and endorsements thereof shall be delivered to Landlord at least fifteen (15) days prior to the expiration of each term of each such policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned by Landlord, its officers, elected and appointed officials, agents, employees and volunteers due to negligence by Tenant. All policies of insurance delivered to Landlord shall contain a provision that the company writing said policy will give to Landlord in writing thirty (30) days' notice in advance of any cancellation or lapse, refusal to renew, suspension or termination of coverage, reduction of any policy limits, increase of any policy deductibles, or other alteration of any terms or conditions of the policy, or of the effective date of any reduction in the amounts of insurance. All of Tenant's insurance coverages shall be written as primary policies, not contributing to, and not as excess coverage to coverage which Landlord may carry. Tenant agrees to permit Landlord, at any reasonable time, to inspect Tenant's policies of insurance of Tenant with respect to the Premises. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Endorsement:

1. General Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to Tenant."
2. Automobile Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Lessee."

(b) 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 against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(c) Each insurance policy required by this Lease shall be in effect for the duration of the Lease Term. The maintenance of proper insurance coverage is a material element of the Lease and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Landlord as a default of the Lease on Lessee's part.

9.5 Blanket Coverage. Notwithstanding anything to the contrary set forth in this Article 9, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, (i) that Landlord and other parties in interest to Landlord shall be named as additional insured as their interests may appear and (ii) that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and (iii) that the requirements set forth herein are otherwise satisfied.

9.6 Insurance Provided by Landlord. Landlord shall at all times from and after the Commencement Date maintain in effect a policy or policies of insurance covering the Premises in an amount not less than eighty percent (80%) of full replacement cost (exclusive of the cost of land, excavations, foundations and footings) from time to time during the Term, or the amount of such insurance as Landlord's Lender may require Landlord to maintain, whichever is greater. This coverage must provide protection against any peril generally included in the classification "Fire and Extended Coverage," sprinkler damage, vandalism, malicious mischief and business interruptions. In addition, Landlord may, at Landlord's option, obtain insurance against earthquake, flood and other natural disaster damage; but Landlord is not obligated to obtain or continue to maintain such coverage. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance. If Landlord is a municipal governmental entity, Landlord may elect to self-insure for the coverage required herein on terms and conditions in accordance with programs and policies of self-insurance established and in effect from time to time by Landlord.

9.7 Actions Affecting Insurance. Tenant shall not at any time during the Term carry any stock or goods or do anything in or about the Premises which will in any way tend to increase the insurance rates upon the Boardwalk Retail/Restaurant Area. Tenant shall pay to Landlord, upon demand, the amount of any increase in premiums for insurance that may be charged during the Term, or the amount of insurance coverage required to be carried by Landlord on the Boardwalk Retail/Restaurant Area, resulting from any act of Tenant in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If

Tenant installs upon the Premises any electrical equipment which constitutes an overload of the electrical lines of the Boardwalk Retail/Restaurant Area, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction, including without limitation, removal and restoration, and nothing herein contained shall be deemed to constitute Landlord's consent to such overloading. Tenant shall, at its own expense, comply with all requirements for Landlord's maintenance of fire and extended coverage insurance for the Premises, including the installation of fire extinguishers or automatic dry chemical extinguishing systems that may be more particularly described elsewhere in this Lease.

9.8 Hazardous Materials. Tenant covenants that no Hazardous Materials shall be brought onto, stored, used, transported or disposed of at the Premises by Tenant or any of its employees, agents, independent contractors, licensees, subtenants or invitees, except for in strict compliance with all laws, rules and regulations controlling the presence and use of such materials. No Hazardous Materials shall be placed into the plumbing or waste treatment systems of the Premises except for systems which are designed to accept Hazardous Materials for treatment and discharge in accordance with the laws applicable thereto. Tenant shall undertake special attention and precautions to prevent the discharge or disposal of any Hazardous Materials into the ocean. Tenant shall hold harmless, indemnify and defend Landlord, its respective councilmembers, elected and appointed officials, employees, volunteers, successors and assigns, (collectively, the "Indemnified Persons") from and against any direct, indirect, or consequential Environmental Damages resulting from or arising out of events occurring on or about the Premises during the Term, except for Environmental Damages arising solely from the acts or omissions of any one of the Indemnified Persons. Tenant's indemnification obligation hereinabove shall survive the expiration of the Term or earlier termination of this Lease.

Tenant covenants to promptly notify Landlord when Tenant becomes aware of (a) the presence of Hazardous Materials on the Premises which were not previously authorized by Landlord in accordance with the provisions of this Section or approved in writing by Landlord, and (b) the release to the Premises or the air of Hazardous Materials, whether or not caused or permitted by Tenant. Such notice shall include as much detail as reasonably possible, including identity of the location, type and quantity of Hazardous Materials released. If the unauthorized existence of Hazardous Materials on the Premises is caused or permitted by the Tenant, or the Tenant releases Hazardous Materials beneath, on or above the Premises, and such existence or release results in Environmental Damages, the Tenant, at its sole expense, shall promptly take all actions required by the Laws applicable thereto to return the Premises to the condition existing prior to the events which resulted in Environmental Damages.

9.9 Adjustment of Coverage. The amounts of insurance coverage shall be adjusted periodically upon the request of the Landlord's "risk manager", and the amounts of adjustments shall not be less than such periodic increases of CPI. As conditions change, Landlord reserves the right to make changes to any provisions or coverage as set

forth in this Article 9 as determined by City's risk manager in his or her reasonable discretion.

## **ARTICLE 10 TENANT'S RIGHT TO MAKE ALTERATIONS**

### 10.1 Landlord's Consent.

(a) Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "Alterations") to or of the Premises, Boardwalk or Improvements 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 Premises, Boardwalk or Improvements; (ii) the Alterations are nonstructural and do not impair the strength of the Premises, Boardwalk or Improvements or any part thereof; (iii) the Alterations are to the interior of the Premises and do not affect any part of the Boardwalk or Boardwalk Retail/Restaurant Area 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 Premises or Improvements, 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 for Landlord's indirect costs, field supervision or coordination in connection with the Alterations equal to ten percent (10%) of the estimated cost of Alterations that are in excess of \$10,000, 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 applicable 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 Section 10.2), 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 fifteen (15) days nor more than twenty (20) days prior to commencement of any Alterations, Tenant shall notify Landlord of the work commencement date so that Landlord may post notices of nonresponsibility about the Premises. All Alterations must comply with all applicable 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 therefor, or any other matter regarding the Alterations.

10.2 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 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.

10.3 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, Boardwalk and Boardwalk Retail/Restaurant Area 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 for, and hold Landlord 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, Boardwalk or Boardwalk Retail/Restaurant Area free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed. Tenant shall indemnify Landlord for, and hold Landlord 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, Boardwalk and Boardwalk Retail/Restaurant Area free from Liens.

10.4 Additional Requirements. Alterations shall comply with all Laws. Tenant, at its expense, shall obtain 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. The City shall have all rights to review and approve or disapprove all required submittals in accordance with the City Municipal Code, and nothing set forth in this

Lease shall be construed as the City's approval of any or all of the applications or plans for the Alterations. Tenant, at its 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 Boardwalk or Boardwalk Improvements, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Boardwalk or Boardwalk Retail/Restaurant Area. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried, in addition to the insurance described in this Lease, Workers' Compensation insurance in statutory limits and such other insurance as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. 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.

10.5 Compliance with Applicable Prevailing Wage Requirements. The Tenant shall carry out the construction of all Alterations in conformity with all applicable federal and state labor laws. If applicable, Tenant and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, *et seq.*, and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Although the parties believe that California law does not require the payment of prevailing wages or the hiring of apprentices as a result of this Lease because the Premises is being leased at its fair market rental value, Tenant shall be solely responsible for determining and effectuating compliance with such laws, and Landlord makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Alterations. Tenant hereby expressly acknowledges and agrees that the Landlord has not previously affirmatively represented to the Tenant or its contractor(s) for the construction of the Alterations, in writing or otherwise, in a call for bids or otherwise, that the Alterations are not a "public work," as defined in Section 1720 of the Labor Code.

Tenant shall indemnify, protect, defend and hold harmless the Landlord and its officers, employees, contractors and agents, with counsel reasonably acceptable to the Landlord, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including, without limitation, reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Tenant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from

time to time, or any other similar law; or (3) failure by Tenant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), Tenant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Lease.

## ARTICLE 11 MECHANICS' LIENS

11.1 No Liens. Tenant shall do all things necessary to prevent the filing of any mechanics' or other lien against the Boardwalk Retail/Restaurant Area, the Premises, the underlying real property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant, or by reason of Tenant's failure to pay any Taxes which Tenant is required to pay. If any lien shall at any time be filed against the Boardwalk Retail/Restaurant Area or the Premises or any part thereof, Tenant shall either cause the lien to be discharged of record immediately after the date of filing of the lien or, if Tenant in its discretion and in good faith determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required, in Landlord's judgment, to prevent any foreclosure proceedings against the Boardwalk Retail/Restaurant Area, the Premises or any part thereof and to permit a reputable title insurance company to insure over the lien during the pendency of such contest. If Tenant shall fail to discharge such lien immediately or fail to furnish such security, such inaction shall constitute a default under this Lease and, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, deemed necessary by Landlord. Tenant shall, within three (3) days after Landlord's request, hire an attorney acceptable to Landlord who agrees with Landlord in writing to represent Landlord and Tenant, at Tenant's sole cost, in connection with the discharge of the lien and protection of the Premises and Boardwalk Retail/Restaurant Area. If such written confirmation is not received by Landlord from an acceptable attorney within such three (3) day period, Landlord may hire an attorney to represent Landlord's interest in connection with any such lien, at Tenant's sole cost. Tenant shall repay to Landlord upon demand, all sums disbursed, expended, incurred or deposited by Landlord pursuant to the foregoing provisions of this Section 11.1, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith. Nothing contained in this Lease shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.

11.2 Notices of Non-Responsibility. Landlord or its representatives shall have the right to enter and inspect the Premises at all reasonable times, and shall have the right to

post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any putative lien, give to Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

11.3 Security for Contested Claims. If Tenant desires to contest any claim of lien, it shall furnish Landlord adequate security for 150% of the amount of the claim, plus estimated costs and interest, or the bond of a responsible corporate surety in such amount, conditioned upon the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall immediately pay and satisfy such judgment.

11.4 Landlord's Rights. If Tenant is in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and has not given Landlord security to protect the Premises and Landlord against such claim of lien, Landlord may (but shall not be so required to) pay said claim and any associated costs. The amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and payable from Tenant to Landlord. Interest shall accrue on such amount from the dates of Landlord's payments at the Maximum Lawful Rate.

## **ARTICLE 12     ADVERTISING MEDIA**

12.1 Approved Advertising. Tenant shall erect signs in accordance with the provisions of the sign criteria labeled Exhibit E. Tenant hereby receives Landlord's consent to affix a sign to a lower corner of the door or front window of the Premises, showing the name, address and telephone number of Tenant. Any and all signage pertaining to Tenant's business must be approved by all necessary public agencies prior to installation. Any signage currently on the Premises will be considered new signage as of the Commencement Date, and therefore, must receive the proper approval (from Landlord and all appropriate governmental agencies) to remain on the Premises.

12.2 Landlord's Consent Required. Tenant shall not affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such item or items except with the prior written approval of Landlord as to size, type, color, location, copy, medium, structure and aesthetic qualities on any of the glass panes and supports of the show windows, doors and the exterior walls nor within twenty-four (24) inches of any window of the Premises.

12.3 Advertising Outside Premises. No advertising medium shall be utilized by Tenant which can be heard or experienced outside the Premises, including but not limited to flashing lights, searchlights, loudspeakers, phonographs, radios or televisions. Tenant shall not display, paint or place any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Boardwalk Retail/Restaurant

Area, nor shall Tenant distribute, or cause to be distributed, in the Boardwalk Retail/Restaurant Area or on the Property, any handbills or other advertising devices without the prior written consent of Landlord. Landlord may enter upon the Premises to remove any non-conforming signs, etc. Tenant shall not decorate, paint, alter, install canopies, devices, fixtures, antennas or attachments to the exterior or roof of the Premises.

### **ARTICLE 13     FIXTURES AND PERSONAL PROPERTY; PAYMENT OF TAXES.**

13.1 Removable Trade Fixtures. Any Removable Trade Fixtures shall remain the property of Tenant and Landlord agrees that Tenant shall have the right to remove any and all of its Removable Trade Fixtures which it may have stored or installed in the Premises, provided Tenant is not in breach or violation of any of its duties or obligations under the terms of this Lease. Nothing in this Article shall be deemed or construed to permit Tenant to remove such Removable Trade Fixtures without the immediate replacement thereof with similar property of comparable or better quality, if such removal renders the Premises unsuitable for conducting the type of business specified in Exhibit B. Tenant shall, at its expense, immediately repair any damage to the Premises caused by the removal of any such trade fixtures, signs, and other personal property. Upon expiration or termination of this Lease, Tenant shall leave the Premises in a neat and clean condition, free of debris. All Removable Trade Fixtures installed in or attached to the Premises by Tenant must be new when so installed or attached.

13.2 Improvements and Tenant's Work. All Improvements to the Premises by Tenant, including but not limited to mechanical systems, light fixtures, floor coverings and partitions, but excluding Removable Trade Fixtures, shall become the property of Landlord upon expiration or termination of this Lease.

13.3 Taxes on Improvements and Fixtures. Tenant shall pay before delinquency, any and all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, Removable Trade Fixtures, leasehold improvements, merchandise and other personal property in, on or upon the Premises. In the event any of such items of property are assessed with the property of Landlord, then such assessment shall be equitably allocated between and paid by Landlord and Tenant, and any portion of such assessment levied on the property of Landlord shall be paid to Landlord as Additional Rent. Landlord shall determine the basis of prorating any such assessments and such determination shall be binding upon both Landlord and Tenant.

13.4 Notice of Possessory Interest; Payment of Taxes and Assessments. City is a public entity, and as such, Landlord's underlying fee and reversionary interest in the subject property is, or may be, exempt from property tax assessments. **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.**

In the event the Landlord shall no longer be exempt from property tax assessments and Tenant is not separately assessed for its possessory interest and Improvements on the Premises, Tenant shall, as Additional Rent, pay (or, if Landlord is assessed and pays, shall pay to Landlord) that portion of any assessment levied against or upon the Boardwalk Retail/Restaurant Area or Landlord's interest therein that represents the value of the Tenant's leasehold interest and the 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. The amount of any tax or excise payable by or assessed against Tenant shall be paid by Tenant before it becomes delinquent.

Landlord and Tenant recognize and acknowledge that there may be changes in the current real property tax system and that there may be imposed new forms of taxes, assessments, charges, levies or fees placed on, or levied in connection with the ownership, leasing, occupancy or operation of the Boardwalk Retail/Restaurant Area or the Premises. Any new or increased tax, assessment, charge, levy or fee which is imposed or increased as a result of or arising out of any change in the structure of the real property tax system or any limitation on the real property taxes which can be assessed on real property including, but not limited to, any and all taxes, assessments, charges, levies and fees assessed or imposed due to the existence of this Lease (including any surcharge on the income directly derived by Landlord therefrom) or for the purpose of funding special assessment districts of the type funded by real property taxes, shall also be included within the meaning of "taxes". With respect to any general or special assessment which may be levied against or upon the Premises or the Boardwalk Retail/Restaurant Area and which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in periodic installments, there shall be included within the meaning of "taxes" with respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year. With respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year. During any part of the Term which shall be less than a full tax fiscal year, Taxes applicable to the Premises shall be prorated on a daily basis between Landlord and Tenant so that Tenant shall pay only the Taxes attributable to the portion of the tax fiscal year occurring within the term of this Lease. In the event that any Taxes are payable after the end of a tax fiscal year, Landlord may nevertheless collect Taxes applicable to the Premises from Tenant as set forth above (in a tax fiscal year) and treat Tenant's payments as payments on account of Taxes payable after the tax fiscal year.

**ARTICLE 14    ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN OWNERSHIP**

14.1 Prohibition Against Transfer. Tenant acknowledges that as a government entity, Landlord must make many of its lease decisions in public, and therefore has unique concerns regarding the composition of tenants. Tenant further acknowledges that given the unique "attraction park" nature of the property, the importance of the Harbor and Boardwalk areas in bringing revenues to the City, and the importance of the Harbor and Boardwalk areas to the image of Redondo Beach, Landlord has further unique concerns regarding the composition of tenants. Accordingly, Tenant agrees that Tenant shall not have the power to transfer or assign this Lease, sublet the Premises, enter into license or concession agreements, or change ownership (such transactions are hereinafter individually and collectively referred to as a "Transfer"), without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

14.2 Restrictions on Transfer. If Tenant desires to apply for Landlord's consent for a Transfer to anyone (a "Transferee"), Tenant shall give written notice ("Transfer Notice") to Landlord at least 60 days before the effective date of any such proposed Transfer. The Transfer Notice shall state (a) whether Tenant proposes to assign the Lease, sublet the Premises, enter into a license or concession agreement or change ownership, (b) the proposed effective date of the Transfer, (c) the identity of the proposed Transferee, (d) all other material terms of the proposed Transfer, (e) in detail the type of business operation the proposed Transferee intends to conduct on the Premises and (f) Tenant's warranty and representation that Tenant is not in breach or violation of any of its obligations or duties under this Lease (or, if there is such a breach or violation, a statement identifying such breach or violation). The Transfer Notice shall be accompanied by a copy of the proposed agreement documenting the Transfer, or if none, a copy of any offers, draft agreements, letters of commitment or intent and other documents pertaining to the proposed Transfer. In addition, the Transfer Notice shall be accompanied by the proposed Transferee's income statements and balance sheets covering the preceding 36-month period, and each shall be certified as accurate by the Transferee.

If Landlord consents to the proposed Transfer, Tenant may thereafter promptly effect a Transfer in accordance with the terms of Tenant's Transfer Notice. If Landlord consents to the proposed Transfer and Tenant does not consummate the proposed Transfer within 30 days after receipt of Decision Notice, the provisions of the first paragraph of this Section 14.2 shall again apply. Any Transfer without Landlord's prior written consent shall be immediately void and shall constitute a default hereunder.

14.3 No Release from Liability. No Transfer, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of Tenant's obligations under this Lease, from its covenants and obligations hereunder during the Term. Tenant shall, promptly upon demand, reimburse Landlord for Landlord's reasonable attorneys' fees and administrative expenses incurred in conjunction with the processing and documentation of any requested Transfer.

14.4 Transferee's Obligations. Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form satisfactory to Landlord, and executed by Tenant and the Transferee. Each such Transferee shall agree in writing for the benefit of Landlord to assume, be bound by, and perform the terms, covenants and conditions of this Lease to be performed, kept or satisfied by Tenant, including the obligation to pay to Landlord all amounts coming due under this Lease. One fully executed copy of such written instrument shall be delivered to Landlord. Failure to obtain in writing Landlord's prior consent or otherwise comply with the provisions of this Article 14 shall prevent any Transfer from becoming effective.

14.5 Assignee's or Subtenant's Rent. Upon the effective date of any Assignment, the Minimum Monthly Rent shall be increased to the highest of (i) the rentals payable by any assignee or subtenant pursuant to such Assignment or Subletting, (ii) an amount equal to the total of the Minimum Monthly Rent, as adjusted under Section 7.3 hereof, plus Percentage Rental, required to be paid by Tenant pursuant to this Lease during the twelve (12) month period immediately preceding such Assignment, or (iii) an amount equal to the Minimum Monthly Rent as adjusted under Section 7.3 hereof, but using as the numerator of the fraction described therein the CPI as of the effective date of such Assignment. In no event shall the Minimum Monthly Rent after such Assignment be less than the Minimum Monthly Rent during the period immediately preceding.

14.6 Further Restrictions. Tenant shall not, without the prior written consent of Landlord (which consent may be granted or withheld in Landlord's sole discretion), mortgage, encumber or hypothecate this Lease or any interest herein. Tenant shall not permit the Premises to be used by any party other than Tenant or a permitted Transferee. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. For purposes of this Article 14, if Tenant is a partnership, a limited liability company or other association other than a corporation, any withdrawal(s) or change(s) of a Principal Owner or if Tenant is a corporation, any transfers cumulating 25% or more of its stock, shall constitute a voluntary Transfer and shall be subject to the provisions hereof. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

## **ARTICLE 15 TENANT'S CONDUCT OF BUSINESS**

15.1 Continuous Operation. Tenant covenants to open for business with the general public adequately staffed with workers, merchandise and fixtures in accordance with the Use of Premises to which it is restricted under this Lease. From and after the date Tenant opens for business, Tenant shall continuously (except for reasonable temporary periods necessary for maintenance, repairs, installation of equipment and tenant improvements) and uninterruptedly conduct within the Premises the business which it is permitted to conduct under this Lease except while the Premises are untenable by reason of fire or other casualty. Tenant shall at all times keep and maintain within and upon the Premises an adequate staff of workers and stock of merchandise and trade fixtures to service and supply the usual and ordinary demands of

its customers, and shall keep the Premises in a neat, clean and orderly condition. Tenant shall continuously, actively and diligently operate its business in the entire Premises in a high grade and reputable manner throughout the term of this Lease, maintaining in the Premises an adequate staff of employees and a full and complete stock of merchandise. The Premises shall be personally supervised by competent personnel who have power to act on behalf of Tenant. In general, Tenant shall employ its best business judgment, efforts and abilities to operate Tenant's business in an efficient and businesslike manner. It is expressly understood and agreed that Landlord does not consider Minimum Monthly Rent in itself a fair and adequate rental for the Premises and would not have entered into this Lease unless Tenant had obligated itself to pay Monthly Percentage Rent, which Landlord expects to supplement the Minimum Monthly Rent to provide fair and adequate rental return. It is the intent of Landlord and Tenant that Tenant produce the maximum Gross Sales possible during the Term. Therefore, if Tenant fails to continuously operate its business in accordance with the terms of this Lease, fails to keep the required store hours, or vacates the Premises prior to the expiration of the term hereof, Tenant shall pay Monthly Percentage Rent in an amount not less than Default Monthly Percentage Rent for each Month during which such failure or vacation has occurred, notwithstanding that for each such Month Tenant also submits a Monthly Statement. In addition, Landlord shall have the right to treat any of such events as a material default and breach of this Lease.

15.2 Hours of Operation. Recognizing that it is in the interests of both Tenant and Landlord to have regulated hours of business for all of the Boardwalk Retail/Restaurant Area, if Tenant conducts a retail business, then Tenant shall remain open for business during the Minimum Hours of Operation. Landlord retains the right (but not the obligation) to change the Minimum Hours of Operation to those hours, if any, other businesses in the Boardwalk Retail/Restaurant Area are normally open for business. Tenant shall adequately illuminate its window displays, exterior signs and exterior advertising displays continuously during all Minimum Hours of Operation as determined in Landlord's sole and absolute discretion. The foregoing provisions shall be subject to the hours of operation prescribed by any governmental regulations or labor union contracts to which the Tenant's business is subject. Tenant's failure to keep the Premises open for business during the Minimum Hours of Operation shall be conclusively deemed for any and all purposes to be a violation or breach of a condition, covenant or obligation of this Lease which cannot afterward be cured or performed, but which may be enforced by Landlord by an action for specific performance, in addition to any other remedies available to Landlord.

15.3 Non-Competition. Because Monthly Percentage Rent is a material consideration of this Lease, and in order to achieve maximum sales volume, Tenant, any affiliate and any Guarantor of the Lease, (and their respective officers, directors, and stockholders or partners) shall not directly or indirectly own, operate, manage or have any interest in the profits of any similar store or business (unless in operation on the date of this Lease and identified herein) within a radius of three (3) miles from the perimeter of the Boardwalk Retail/Restaurant Area. Without limiting Landlord's remedies, if Tenant violates any provision of this Section, Landlord may, at its option, include the

gross sales of such other competing stores or businesses in the Gross Sales transacted in the Premises for the purpose of computing Monthly Percentage Rent due hereunder, as though the sales of such competing stores or businesses had actually been made from the Premises. If Landlord so elects, all of the provisions of Article 7 hereof shall be applicable to all records pertaining to such competing stores or businesses. Any competing stores or businesses existing as of the date of this Lease and specified in the Rider that would violate this Non-Competition section may continue to be operated, managed, conducted and owned in the same manner and location as on the date of this Lease.

## **ARTICLE 16      REPAIRS AND MAINTENANCE**

16.1 Tenant's Maintenance. In addition to the duties, restrictions and obligations of Tenant in Section 4.2 above, Tenant shall, at its own cost and expense, repair, replace and maintain in good and tenable condition (a) the Premises and every part thereof (except that portion of the Premises to be maintained by Landlord as hereinafter provided), (b) the utility meters, lines, pipes and conduits, all fixtures, air conditioning equipment and heating equipment and other equipment or fixtures exclusively serving the Premises, located within and without the Premises regardless of whether (i) such equipment or fixtures are installed or owned by Landlord or Tenant as part of any equipment system or (ii) are attached to the exterior of or installed on the roof of the Premises by Tenant or Landlord; (c) the storefront or storefronts and all signs, locks and closing devices, window sashes, casements or frames, doors and door frames, floor coverings (including carpeting, terrazzo or other special flooring). Tenant shall perform all such items of repair, maintenance, alteration, improvement or reconstruction as may at any time or from time to time be required by a Governmental Agency having jurisdiction over the Premises. Tenant shall contract with a service company, acceptable to Landlord, for the monthly maintenance of the heating, ventilating and air conditioning equipment exclusively serving the Premises, and shall furnish to Landlord a copy of the service contract within ten (10) days after Tenant opens the Premises to the public for business, and shall furnish to Landlord a copy of any subsequent contract entered into by Tenant from time to time during the Term. Tenant shall promptly replace at its own expense any broken glass, both exterior and interior, with glass of the same kind, size and quality and shall cause the exterior of the Premises to be painted not later than the end of every third Lease Year in accordance with the specifications required by the "Design Criteria" adopted by Landlord for the Boardwalk Retail/Restaurant Area. Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system within or outside the Premises without Landlord's consent in its sole discretion. Tenant acknowledges and understands that the concrete roof structure above the Premises was not specifically designed or constructed in such a manner to prevent water leakage or intrusion below into the Premises. Tenant hereby agrees to maintain the Premises in a "water-tight" manner to prevent water intrusion or leaking from above, including, but not limited to, maintaining the ceiling of the Premises.

16.2 Landlord's Right to Repair. If Tenant fails to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right to elect to make such repairs or perform such maintenance on behalf of and for the account of Tenant after five (5) days' notice of such election. No notice shall be required in the event of an emergency. The cost of such work shall be paid by Tenant as Additional Rent promptly upon receipt of a bill therefor.

16.3 Surrender of Premises. Upon expiration or termination of the Lease, Tenant shall deliver the Premises to Landlord in good order, condition and state of repair, ordinary wear and tear excepted. Upon request of Landlord, Tenant shall execute and deliver to Landlord in recordable form a quitclaim deed for the Premises.

16.4 Landlord's Maintenance. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition and repair the structural integrity of the foundation upon which support the Premises and of the roof, exterior bearing walls (excluding the interior of all walls and the exterior and interior of the store fronts, all windows, doors and plate glass and interior ceilings) and structural parts of the Premises, the main trunk lines, pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligations of the appropriate utility company). Notwithstanding the foregoing, Landlord shall not be required to make repairs (a) necessitated by reason of (i) the negligence or omission of Tenant or anyone claiming under Tenant, (ii) the failure of Tenant to perform or observe any conditions or agreements in this Lease, or (iii) alterations, additions, or Improvements made by Tenant or anyone claiming under Tenant or (b) casualties for which Landlord is not required to (and does not) carry insurance or for insured casualties for which available insurance proceeds are not sufficient to pay the costs of such repair. Landlord shall have no liability to Tenant for failure to make repairs unless (i) Tenant has previously notified Landlord in writing of the need for such repairs and (ii) Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification. Tenant shall be responsible for all damage resulting from any delays in making required repairs occasioned by Tenant's failure to give prompt notice as Landlord's obligation to repair is conditioned thereon.

As used in this Section, "exterior walls" shall not include storefronts, plate glass, window cases or window frames, doors or door frames, security grills or similar enclosures. Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or Improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as expressly provided in this Article. If Landlord fails to begin making such repairs to the Premises or perform such maintenance of the Premises as it is obligated to do by the terms hereof within a reasonable time after Landlord's receipt of written notice, Tenant's sole right and remedy for such failure on the part of Landlord shall be, after further written notice to Landlord, to cause such repairs to be made or such maintenance to be performed to the Premises in a first class workmanlike manner and in compliance with all applicable governmental, insurance and warranty requirements and the standards set forth in this Lease. Upon completion of such repair or maintenance Tenant must submit to Landlord its invoice for

the actual, direct costs and expenses of the repairs or maintenance, which Landlord shall pay promptly after demand, provided that the costs and expenses shall not exceed the reasonable cost of such repairs or maintenance. Tenant hereby releases Landlord from, and agrees that Tenant shall be liable for, any damages resulting from Tenant's failure to properly perform any repairs or maintenance which Tenant elects to perform under this Section 16.4.

16.5 Landlord's Entry. Upon reasonable notice by Landlord, Tenant shall permit Landlord or its authorized representatives to enter the Premises at all times during normal business hours for purposes of inspection. Tenant shall permit Landlord or any person authorized by Landlord to enter upon the Premises and make any necessary repairs to the Premises or to perform Landlord's maintenance required of Landlord under Section 16.4 and to perform any work therein (i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, of any insurer of the Premises, or of any rating bureau or insurance underwriters of Landlord, or (ii) that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed promptly after receipt of written demand from Landlord, or (iii) that Landlord may deem necessary to perform remodeling, construction or other work incidental to any portion of the Boardwalk Retail/Restaurant Area or the pilings and other structures supporting the Boardwalk Retail/Restaurant Area, including but not limited to work on the premises of another tenant adjacent to the Premises or to enforce any provision of this Lease or to cure any default of Tenant. Landlord shall use its best efforts not to interfere unreasonably with Tenant's business during the conduct of any such work. If such work of Landlord unreasonably interferes with the ability of Tenant to conduct its business on the Premises as required by this Lease, during the period of such unreasonable interference the Minimum Monthly Rent shall be partially abated in proportion to the amount of such unreasonable interference; and in the event such work fully prevents Tenant from conducting its business as required, the Minimum Monthly Rent shall be fully abated during such period, and such interference shall not be claimed by Tenant as constituting a constructive eviction by Landlord; provided, however, that the Minimum Monthly Rent shall not be reduced to a level lower than the amount of the Business Interruption Insurance required to be provided by Tenant in Section 9.3.8. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to perform such work. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned by the exercise of such rights. In the event Landlord makes any repairs pursuant to subsections (i) or (ii), Tenant shall pay the cost thereof to Landlord as Additional Rent, promptly upon receipt of a bill therefor.

16.6 Display. Landlord and its authorized representatives may enter the Premises at any time during business hours for the purpose of exhibiting the Premises to prospective developers, lenders, assignees, or master leaseholders. During the final six (6) months of the term of this Lease, Landlord may exhibit the Premises to prospective tenants.

## ARTICLE 17 RECONSTRUCTION

17.1 Damage or Destruction by Casualty. In case of any damage to or destruction of the Improvements on the Boardwalk Retail/Restaurant Area or the Common Area or the Improvements on the Premises, or any part thereof, and subject to the next sentence, if the insurance proceeds available to Landlord, if any, on account of such damage or destruction to the Premises are sufficient for the purpose, Landlord shall within a reasonable period of time commence and complete the restoration, replacement or rebuilding of the Improvements, together with such alterations and additions, or variations from the original plans for the exterior elevations (including materials selection and color) or the size, bulk and scale of the Improvements and such alterations or changes as are required by then current building codes (such restoration, replacement, rebuilding, alterations and additions, together with any temporary repairs and property protection pending completion of the work being herein called "Restoration"). If the Improvements on the Premises are damaged during the last three (3) years of the Lease Term, or if the insurance proceeds collected with respect to such Improvements are not sufficient to complete Restoration, or if there are no insurance proceeds for the Improvements, or if Landlord elects not to undertake Restoration of the Improvements, then Landlord shall have the right to notify Tenant of such election and this Lease shall terminate as to the Premises. Tenant shall repair and restore Tenant's betterments, trade fixtures, equipment, inventory or other installations or Improvements of Tenant in, on or about the Premises, and such Improvements as Tenant is required to insure, and/or repair and maintain under this Lease.

17.2 Termination Upon Substantial Damage. Notwithstanding anything to the contrary contained in this Lease, Landlord may, at its option, terminate this Lease upon thirty (30) days' notice to Tenant (said notice to be given not later than one hundred (100) days after the later of the occurrence of any damage or destruction or written notification from Tenant to Landlord of such occurrence) if: (i) the Premises, the Boardwalk Retail/Restaurant Area or the Common Area shall be damaged or destroyed and Landlord's architect shall certify in writing that the extent of the damage or destruction is twenty-five percent (25%) or more of the replacement value of any of the respective Premises, Boardwalk Retail/Restaurant Area or the Common Area (excluding the replacement value of trade fixtures, equipment, inventory or other installations or Improvements not permanently affixed to the real estate) immediately prior to the occurrence of the damage or destruction, or (ii) the damage or destruction is such that, in Landlord's judgment, restoration cannot be completed within one hundred twenty (120) days of the commencement thereof regardless of the cost of such restoration or repair. The effective date of the termination shall be the date of the occurrence of the damage or destruction.

17.3 Commencement of Restoration. If the Premises shall be damaged or destroyed, and either the provisions of Section 17.2 shall not apply, or the provisions of Section 17.2 shall apply but Landlord shall not have elected to terminate this Lease,

Landlord and Tenant shall commence their respective obligations of repair and restoration set forth in Section 17.1 as soon as practicable, and shall prosecute the same to completion with all due diligence.

17.4 No Abatement of Rent. During the period of any damage, repair or restoration provided for in Section 17.1, the Minimum Monthly Rent for the Premises shall not be abated in any way except if the Premises is not repaired or restored within six months from the date of the damage or destruction and such is due to the fact that Landlord failed to prosecute its repairs and restoration with all due diligence, then Minimum Monthly Rent for the Premises shall abate from the sixth month date after the date of such damage or destruction until that date upon which the Premises is repaired and restored, or such earlier date on which it should have been repaired and restored if Tenant had prosecuted its repairs and restoration with all due diligence; provided, that Tenant shall not be liable for any Minimum Monthly Rent to the extent that Landlord is paid benefits for such the loss of Minimum Monthly Rent from the Business Interruption Insurance required to be provided by Tenant in Section 9.3.8. Tenant shall continue or cause to be continued the operation of the businesses in the Premises during any such period to the extent reasonably practicable. Tenant's obligation to pay all other amounts payable under this Lease shall continue. Tenant shall not be entitled to any abatements or reductions or to any compensation, damage or offset for loss of the use of the whole or any part of the Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

17.5 Remedies Limited. As a material inducement to entering into this Lease, Tenant irrevocably waives and releases its rights under the provisions of Section 1932(2) and 1933(4) of the California Civil Code, it being the intent of the parties hereto that the express terms of this Lease shall control under any circumstances in which those provisions might have otherwise applied. Said Sections whose effect are being waived presently provide as follows:

Section 1932: "The hirer of a thing may terminate the hiring before the end of the term agreed upon:...2. When the greater part of the thing hired, or that part which was and which the letter had at the time of the hiring reason to believe was the material inducement to the hirer to enter into the contract, perishes from any other cause than the want of ordinary care of the hirer."

Section 1933: "The hiring of a thing terminates:...4. By the destruction of the thing hired."

## ARTICLE 18 COMMON AREAS

18.1 Use of Common Areas. Subject to the provisions of Section 18.4, Tenant and its employees and invitees are authorized, empowered and privileged to non-exclusive use of the Common Areas during the Term. Tenant hereby acknowledges that, as of the date of this Lease, there is no parking area within the Boardwalk Retail/Restaurant Area

which will be part of the Common Area. Landlord reserves the right to repair, change, modify, or otherwise alter the Common Area. Further, Landlord expressly reserves the right to establish, modify and enforce reasonable rules and regulations governing the Common Area.

18.2 Common Area Maintenance. Landlord shall maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), the Common Areas at all times for the benefit and use of the customers and patrons of Tenant, and of other tenants, owners and occupants of the land constituting the Boardwalk Retail/Restaurant Area. All Common Area Expenses shall be at the sole cost and expense of Landlord and shall not, except for the Tenant's Monthly Expense Share, be charged to Tenant except as otherwise provided for in this Lease. If Landlord at any time hereafter determines, in Landlord's sole and absolute judgment, that the best interests of the Boardwalk Retail/Restaurant Area will be served by having the Common Areas or any part thereof operated and maintained by a person, firm or corporation other than Landlord, Landlord may select a person, firm or corporation to operate and maintain all or any such part of the Common Areas and may negotiate and enter into a contract therefor with such person, firm or corporation on such terms and conditions and for such time as Landlord, in Landlord's sole and absolute judgment, shall deem reasonable and proper both as to service and cost. Landlord shall keep, or cause to be kept, the Common Areas in a neat, clean and orderly condition, properly lighted, landscaped and insured, and shall repair any damage to the facilities thereof.

18.3 Control of Common Areas. Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas within the Boardwalk Retail/Restaurant Area, including surface, underground or multiple-deck, and of making such changes therein which in Landlord's sole and absolute discretion are deemed to be desirable and for the best interest of all persons using the Common Areas. The exercise of Landlord's discretion shall include but shall not be limited to the location and relocation of entrances and exits, the installation and location of prohibited areas, and the design and location of landscaped areas.

Tenant and its employees, customers, suppliers, invitees and patrons shall abide by the Boardwalk Retail/Restaurant Area and Parking Rules and Regulations, as set forth in Exhibit F, as the same may be amended by Landlord from time to time in Landlord's sole and absolute discretion. Landlord and its successors and assigns, shall at all times during the Term have sole and exclusive control of the Common Areas, and may at any time during the Term exclude and restrain any person from use or occupancy thereof, excepting customers, suppliers, invitees, employees and patrons of Tenant, and other tenants of Landlord who make use of said areas in accordance with the Boardwalk Retail/Restaurant Area and Parking Rules and Regulations established by Landlord with respect thereto. The right of Tenant hereunder in and to the Common Areas shall at all times be subject to the rights of Landlord and other tenants of the Boardwalk Retail/Restaurant Area to use the same in common with Tenant. It shall be the duty of Tenant to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation.

If, in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall enforce Landlord's right to exclude such persons by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized persons from said areas or to restrain the use of any of said areas by unauthorized persons.

Landlord shall not be liable for any damage to motor vehicles, or for loss of property from within such motor vehicles, of Tenant, its customers, suppliers, invitees, employees or patrons, unless caused by the gross negligence of Landlord, its agents, servants or employees.

18.4 Parking. Tenant hereby acknowledges that City built, owns and operates two (2) parking structures adjacent to the Boardwalk Retail/Restaurant Area, known as the "Pier Parking Structure" and the "Plaza Parking Structure". Said parking structures are to service the general public; including, but not limited to, customers of the Boardwalk Retail/Restaurant Area and customers of Tenant. Tenant acknowledges that at no time will Tenant share in the revenues from said parking structures, nor will Tenant, its agents, employees, customers, licensees and sub-tenants receive free parking, unless granted by City in its sole discretion. Tenant, its agents, employees, customers, licensees and sub-tenants agree to comply with the fees for parking automobiles in the parking structures; said fees shall be set by the City Council of City at its sole discretion. City reserves the right to change entrances, exits, traffic lanes and the boundaries and locations of said parking structures. If at any time City elects to close all or a portion of said parking structures for repair, Tenant will waive any and all claims against Landlord and/or City for such closure.

Employees and suppliers of Tenant and the other tenants of Landlord shall park their automobiles in certain designated non-exclusive automobile parking areas which may from time to time be designated for employees and suppliers of the Boardwalk Retail/Restaurant Area. City at all times shall have the right to designate the particular parking area, if any, to be used by any or all of such employees or suppliers and any such designation may be changed from time to time. All parking in parking areas owned or operated by City shall be subject to the charges, fees and the Parking Rules and Regulations pertaining to employees and suppliers promulgated from time to time by City. If special charges and fees are allowed to employees and suppliers, and Tenant or its employees or its suppliers fail to park their cars in designated parking areas, then City may charge Tenant for the charges and fees for general parking each day or partial day per car parked in any areas other than those designated. All amounts due under the provisions of this Section shall be payable by Tenant within ten (10) days after demand therefor. Tenant acknowledges that employee, supplier, customer and patron parking may not be available during certain hours of the day, particularly in the summer.

## **ARTICLE 19      BANKRUPTCY; INVOLUNTARY TRANSFERS**

19.1 Election to Assume Lease. In the event an order for relief shall be entered against or come into existence as to Tenant under Chapter 7 or Chapter 11 or Chapter 13 of the U.S. Bankruptcy Code, and the Trustee or Debtor-In-Possession shall elect to assume this Lease for the purpose of assigning this Lease or otherwise, such election and assignment may only be made if all of the terms and conditions of Sections 19.2 and 19.3 are satisfied. If such Trustee shall fail to elect to assume this Lease within sixty (60) days after the order for relief, or such additional time as the Bankruptcy Court authorizes, then this Lease shall be deemed rejected and immediately canceled and terminated. Landlord shall be thereupon immediately entitled to possession of the Premises without further obligation to Tenant or Trustee. Landlord's right to be compensated for damages in such bankruptcy proceeding shall survive.

19.2 Conditions of Assumption. In the event that a Petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is converted to Chapters 11 or 13, the Trustee or Tenant, as Debtor-In-Possession ("DIP"), whether DIP under Chapter 11 or 13, must elect to assume this Lease within sixty (60) days from the date of the filing of the Petition under Chapters 11 or 13, or within such additional time as the Bankruptcy Court may authorize, or the Trustee or DIP shall be deemed to have rejected this Lease. No election by the Trustee or DIP to assume this Lease, whether under Chapters 7, 11 or 13, shall be effective unless each of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable in the context of a bankruptcy proceeding of Tenant, have been satisfied, and Landlord has so acknowledged in writing:

(a) Landlord has not terminated this Lease pursuant to the provisions established herein prior to the filing of the Petition.

(b) The Trustee or the DIP has cured, or has provided Landlord adequate assurance (as defined below) that:

(i) Within ten (10) days from the date of such assumption the Trustee will cure all monetary defaults under this Lease; and

(ii) Within thirty (30) days from the date of such assumption the Trustee will cure all non-monetary defaults under this Lease.

(c) The Trustee or the DIP has compensated, or has provided to Landlord adequate assurance (as defined below) that within ten (10) days from the date of assumption Landlord will be compensated for any monetary loss incurred by Landlord arising from the default of Tenant, the Trustee, or the DIP as recited in Landlord's written statement of monetary loss sent to the Trustee or DIP. The term "monetary loss" shall include all of Landlord's attorney fees and costs incurred in monitoring Tenant's bankruptcy case and in representing Landlord's interests in such case.

(d) The Trustee or the DIP has provided Landlord with adequate assurance of the future performance of each of Tenant's Trustee's or DIP's obligations under this Lease; provided, however, that:

(i) The Trustee or DIP shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to three (3) months' rent (as adjusted pursuant to Section 19.2(d)(iii) below) and other monetary charges accruing under this Lease; and

(ii) If not otherwise required by the terms of this Lease, the Trustee or DIP shall also pay in advance on the date Minimum Monthly Rent is payable one-twelfth (1/12th) of Tenant's annual obligations under this Lease for maintenance, common area charge, real estate taxes, insurance and similar charges.

(iii) From and after the date of the assumption of this Lease, the Trustee or DIP shall pay as Minimum Monthly Rent an amount equal to the sum of the Minimum Monthly Rent otherwise payable hereunder, plus the highest amount of the annual Monthly Percentage Rent paid by Tenant to Landlord within the five (5) year period prior to the date of Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date Minimum Monthly Rent is payable.

(iv) If the Trustee or DIP assumes this Lease, and does not assign it, then the obligations imposed under this Lease upon the Trustee or DIP shall continue thereafter. If the Trustee or DIP assumes and assigns this Lease, then the obligations imposed under this Lease upon Trustee or DIP shall be released in accordance with Bankruptcy Code Section 365(l) and any amendments or replacements of such section, but such obligations shall continue thereafter upon the assignee(s).

(e) The assumption of the Lease will not:

(i) Breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Boardwalk Retail/Restaurant Area; or

(ii) Disrupt, in Landlord's sole judgment, the tenant mix of the Boardwalk Retail/Restaurant Area or any other attempt by Landlord to provide a specific variety of retail stores in the Boardwalk Retail/Restaurant Area which, in Landlord's sole judgment, would be most beneficial to all of the tenants in the Boardwalk Retail/Restaurant Area and would enhance the image, reputation, and profitability of the Boardwalk Retail/Restaurant Area.

(f) For purposes of this Section 19.2, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean:

(i) The Trustee or the DIP has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or DIP will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully operational, actively promoted business on the Premises; and

(ii) The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord and/or the Trustee or DIP shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant, Trustee or DIP acceptable as to value and kind to Landlord, to secure Landlord the obligation of the Trustee or DIP to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above. Notwithstanding the foregoing provisions, Tenant shall have the right to assign or otherwise Transfer this Lease or the entire (but not part of) the Premises, to its parent corporation or to a wholly owned subsidiary; provided, however, that (A) Tenant shall also remain primarily liable for all obligations under this Lease, (B) the Transferee shall, prior to the effective date of the Transfer, deliver to Landlord instruments evidencing such Transfer and its agreement to assume and be bound by all of the terms, conditions and covenants of this Lease to be performed by Tenant, all in form acceptable to Landlord, (C) Tenant shall not be in default under this Lease, and (D) Tenant's right to make such Transfer is expressly conditioned on, and shall remain in effect only as long as, the Transferee maintains its relationship as parent corporation or wholly owned subsidiary of Tenant.

19.3 Adequate Assurance. If the Trustee or DIP has assumed this Lease pursuant to the terms and conditions of Section 19.1 or 19.2 herein, for the purpose of transferring Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so transferred only if Landlord shall acknowledge in writing that the intended Transferee has provided "adequate assurance of future performance" as defined in this Section 19.3 of all of the terms, covenants and conditions of this Lease to be performed by Tenant. For purposes of this Section 19.3, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing:

(a) The Transferee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such Transferee of Tenant's obligation under this Lease;

(b) The Transferee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of creditworthiness;

(c) The Transferee has submitted in writing evidence, satisfactory to Landlord, of substantial retailing experience in Boardwalk Retail/Restaurant Areas of

comparable size to the Boardwalk Retail/Restaurant Area and in the sale of merchandise and services permitted under this Lease; and

(d) Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such Transfer.

19.4 Occupancy Charges. When, pursuant to the Bankruptcy Code, the Trustee or DIP shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Minimum Monthly Rent as defined in this Lease and other monetary obligations of Tenant for the payment of maintenance, common area charges, real estate taxes, Service Assessments, insurance and similar charges.

19.5 Consent. Neither Tenant's interest in this Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, Transferee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall consent to such Transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, Transferee, person or other entity shall be deemed to have waived the need to obtain Landlord's consent for any transfer of Tenant's interest under this Lease.

19.6 Insolvency. In the event the estate of Tenant created hereby shall be taken in execution or by other process of law, or if Tenant or any guarantor of Tenant's obligations hereunder shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under any state law, or if any order for relief is entered against, or comes into existence as to the guarantor or if an involuntary petition is commenced against the guarantor under the U.S. Bankruptcy Code, or any similar provision of another country, or any similar provision in any future federal U.S. Bankruptcy Code, or any similar provision of another country, or if a Receiver or Trustee of the property of Tenant or any guarantor shall be appointed under any state law by reason of Tenant's or the guarantor's insolvency or inability to pay its debts as they become due and otherwise, or if any Transfer shall be made of Tenant's or the guarantor's property for the benefit of creditors under state law; then and in such event Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

19.7 Other Laws. The provision of this Article 19 concerning the rights of Landlord, and the obligations of Trustee, Tenant, Debtor, Receiver, DIP and assignee are in addition to such rights and obligations provided by law, including those applicable provisions of the Bankruptcy Code. Nothing contained in this Article 19 shall limit or reduce in any manner whatsoever such rights and obligations which are otherwise provided by law.

**ARTICLE 20    DEFAULTS BY TENANT; REMEDIES; TERMINATION AND  
SURRENDER OF POSSESSION**

20.1 Events of Default. The occurrence of any of the following shall constitute a default by Tenant and a breach of this Lease:

(a) Failure or refusal to pay any amount of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent or any other sums payable by Tenant hereunder when due, or the failure or refusal to submit a Monthly Statement or Annual Statement when due; or

(b) If Tenant shall be given, in any twelve (12) consecutive calendar month period, three or more notices under clause (a) above; or

(c) Failure or refusal to occupy and operate the Premises in accordance with Article 4 or Article 15; or

(d) Any Principal Owner or general partner of Tenant terminates or materially alters its relationship with Tenant without the prior written consent of Landlord; or

(e) Maintenance, commission or permission on the Premises of waste, nuisance, or use of the Premises for an unlawful purpose or failure or refusal to maintain and repair the Premises as required by this Lease; or

(f) Any Transfer contrary to the provisions of Article 14; or

(g) Understatement of Gross Sales by more than six percent (6%); or

(h) Failure to remain open for business as required by Article 15, on any occasion during a given year of the Lease Term in which Tenant has received two (2) or more notices pursuant to subsection (b) of Section 20.2; or

(i) Failing or refusing to perform fully and promptly any express or implied covenant or condition of this Lease.

20.2 Notices. Following the occurrence of any of the defaults specified in subsection (a) through (i) of Section 20.1, Landlord shall give Tenant, or any subtenant, a written notice specifying the nature of the default and the provisions of this Lease breached and demanding that Tenant, or any subtenant, either fully cure each such default within the time period specified in the corresponding subsections below or quit the Premises and surrender the same to Landlord:

(a) For nonpayment of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent, or any other sums payable by Tenant hereunder, or for failure to submit a Monthly Statement or Annual Statement, five (5) days;

(b) For breach of Article 4 or Article 15, three (3) days;

(c) For any default described in subsections (d) through (h) of Section 20.1, Landlord shall give Tenant or any subtenant a written notice specifying the nature of the default and the provisions of this Lease breached and Landlord shall have the right, but not the obligation and in addition to all other rights set forth herein, to demand in said notice that Tenant quit the Premises within five (5) days; and

(d) For failure to perform any other covenant or condition of this Lease, a reasonable period to cure such default not to exceed twenty (20) days; provided, however, that if such default cannot be cured within said time period, the cure period shall be extended if Tenant so notifies Landlord in writing of Tenant's need for additional time to cure, commences cure of the default within said time period, and thereafter diligently and in good faith continues with and actually completes said cure within a reasonable period of time.

To the extent permitted by California law, the time periods provided in this Section 20.2 for cure of Tenant's defaults under this Lease or for surrender of the Premises shall be in lieu of (not in addition to) any similar time periods prescribed by California law as a condition precedent to the commencement of legal action against Tenant for possession of the Premises.

20.3 Additional Assurances. At any time following the occurrence of any of the defaults specified in Section 20.1, Landlord, at its option, may request that within ten (10) days of Landlord's request, Tenant shall provide current financial statements for all Guarantors of this Lease.

20.4 Landlord's Rights and Remedies. Should Tenant fail to cure any default or quit the Premises within the time periods specified in Section 20.2, Landlord may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable state law. Landlord has the remedy described in California Civil Code Section 1951.4 (a lessor may continue the lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations); together with the following rights, which do not limit Landlord in the exercise of any other right or remedy Landlord may have on account of such default:

(a) The right of Landlord to terminate this Lease and Tenant's right to possession and to reenter the Premises, to take possession thereof and remove all persons therefrom, following which Tenant shall have no further claim thereon. A notice given in connection with unlawful detainer proceedings specifying a time within which to cure a

default shall terminate Tenant's right to possession if Tenant fails to cure the default within the time specified in the notice; or

(b) The right of Landlord, without terminating this Lease, to reenter the Premises and take possession of all Improvements, additions, Alterations, equipment and fixtures therein and occupy the whole or any part thereof for and on account of Tenant and to collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable and to remove any persons in possession thereof; or

(c) The right of Landlord, even though it may have reentered the Premises, in accordance with subsection (b) of this Section, to elect to terminate this Lease and Tenant's right to possession of the Premises; or

(d) The right of Landlord to enjoin any act or omission.

If Landlord reenters the Premises under the provisions of subsection (b) above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any rental or other charges thereafter accruing, or Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has elected to terminate this Lease. The service by Landlord of any notice pursuant to the unlawful detainer statutes of this state and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary by a written notice to Tenant at the time of or subsequent service of such notices) be deemed to be a termination of this Lease. If Landlord enters or takes possession of the Premises, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and to place the same in storage at a public warehouse, all at the sole expense and risk of Tenant.

20.5 Landlord's Damages. If Landlord elects to terminate possession pursuant to the provisions of subsection 20.4 (a), (b) or (c) above, Landlord may recover from Tenant damages, the following:

(i) The worth at the time of award of any unpaid rental which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this 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 (a) retaking possession of the Premises, including reasonable attorneys' fees, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (d) leasing commissions, or (e) any other costs necessary, incidental or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of this State.

As used in subsections (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the Maximum Lawful Rate. As used in subsection (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

For purposes of this Article only, the term "rental" shall be deemed to be the Minimum Monthly Rent as adjusted by Section 7.3, the average Monthly Percentage Rental payable by Tenant during the twelve months of the Term preceding Landlord's termination of this Lease, and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the Minimum Monthly Rent, shall, for the purpose of calculating any amount due under the provisions of subsection (iii) above, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute such rental before such a sixty (60) month period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. Tenant's right to possession shall not be deemed to have been terminated by Landlord except pursuant to Section 20.4. The following do not constitute a termination of Tenant's right to possession:

(i) Acts of maintenance or preservation or efforts to relet the Premises;

(ii) The appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease.

Any sum accruing to Landlord or Tenant under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the Maximum Lawful Rate from the date when the sum becomes due and payable by the terms and provisions hereof until paid.

20.6 Fixtures and Personal Property. Without limiting Landlord's rights under Article 13, in the event of default, all of Tenant's Removable Trade Fixtures, furniture, equipment, Improvements, additions, alterations, and other personal property shall remain on the Premises and in that event, and continuing during the length of said default, Landlord shall have the right, subject to the superior rights of any third party owners, lessors or lienholders of such property, to take the exclusive possession of same and to use the same, rent or charge free, until all defaults are cured or, at its option, at any time during the Term, to require Tenant to remove the same.

20.7 No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, or of any right of Landlord to a forfeiture of the Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

Notwithstanding any other provision of this Article, any written notice, other than as specifically set forth in this Article, required by any statute or law now or hereafter in force is hereby waived by Tenant to the fullest extent waivable under law.

The rights and remedies given to Landlord in this Article shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

20.8 Termination and Surrender of Possession. Upon any termination of this Lease, whether by expiration of the term hereunder, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Tenant shall immediately cease doing business in the Premises and peaceably quit and immediately surrender possession of the Premises to Landlord, with all Improvements, apparatus, fixtures and alterations (except trade fixtures and furniture) in a good operating condition and in the same condition of order and repair in which they were required by the provisions of this Lease to be kept throughout the term, subject to ordinary wear and tear after the last required repair or maintenance, and shall be the property of Landlord without payment therefor. Tenant shall repair at its own expense any damage and defacement to the Premises caused by its removal of its trade fixtures, furniture and equipment.

Notwithstanding anything in this Lease to the contrary, any of Tenant's trade fixtures, furniture and equipment which are not removed from the Premises by the time

herein required shall become the property of Landlord and Landlord may thereafter either (i) retain all or any part of the same as Landlord's property without payment therefor to Tenant, or (ii) cause all or any part of the same to be removed from the Premises and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Tenant.

20.9 Self Help. If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provisions of this Lease, Landlord may, at Landlord's option, after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the covenant for the account of Tenant, and the costs incurred by Landlord shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent. If Landlord, at any time, is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of Tenant to comply with any provision of this Lease, after any notice and the expiration of any grace period with respect thereto as required pursuant to the applicable provisions of this Lease, or if Landlord is compelled to incur any expense, or elects to incur any expense, including reasonable attorneys' fees, in enforcing or attempting to enforce the terms of this Lease, whether or not judicial or other action is actually instituted or in instituting, prosecuting or defending any action or proceeding, including non-judicial proceedings such as arbitration or mediation, instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs, and damages shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent.

20.10 Limitation on Setoffs, Counterclaims. Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent due to Landlord hereunder shall be absolutely net to Landlord, so that this Lease shall yield to Landlord the full amount of the installments of Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent throughout the Term, and shall be paid without assertion of any counterclaim, set off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any obligation or liability hereunder, except as herein expressly set forth. Except as otherwise expressly provided herein, this Lease shall continue in full force and effect, and the obligations of Tenant hereunder shall not be released, discharged or otherwise affected, by reason of: (a) any restriction or prevention of or interference with any use of the Premises or the Boardwalk Retail/Restaurant Area or any part thereof; (b) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding relating to Landlord, or any action taken with respect to this Lease by any trustee or receiver of Landlord with respect to this Lease by any trustee or receiver of Landlord, or by any court, in any proceeding; (c) any claim which Tenant has or might have against Landlord; (d) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant; or (e) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, in each case, whether or not Tenant shall have notice or knowledge of any of the foregoing. Except as otherwise

expressly provided in this Lease, the obligations of Tenant shall be independent covenants and agreements separate from and not conditioned on the covenants and agreements of Landlord. Tenant hereby waives, to the full extent permitted by applicable law, all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Premises or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent.

20.11 Interest. Any amounts or sums due Landlord under this Lease not paid when due shall bear interest from such date until the date actually paid at the Maximum Lawful Rate.

## **ARTICLE 21      DEFAULTS BY LANDLORD; REMEDIES**

If Landlord shall neglect or fail to perform or observe any of the terms, covenants, or conditions contained in this Lease within 60 days after written notice of default or, if more than 60 days are required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach. Notwithstanding the foregoing, it is expressly understood and agreed that (a) any money judgment resulting from any default or other claim arising under this Lease shall be satisfied only out of the current rents, issues, profits and other income Landlord receives from its operation of the Boardwalk Retail/Restaurant Area, net of all current operating expenses, liabilities, reserves and debt service associated with said operation ("Net Income" for purposes of this Article 21 only), (b) no other real, personal or mixed property of Landlord, wherever located, shall be subject to levy on any such judgment obtained against Landlord, (c) if such Net Income is insufficient to satisfy such judgment, Tenant will not institute any further action, suit, claim or demand, in law or in equity, against Landlord for such deficiency, and (d) such neglect or failure shall not constitute consent by Landlord for Tenant to perform or observe such terms, covenants or conditions at Landlord's expense. Tenant hereby waives, to the extent permitted under law, any right to satisfy said money judgment against Landlord except from Net Income.

If this Lease or the rentals due from Tenant hereunder are assigned to any Lender, and Tenant is given written notice thereof, including the post office address of the Lender, then Tenant shall give written notice to the Lender, specifying the default in reasonable detail, and affording the Lender a reasonable opportunity to make performance for and on behalf of Landlord. If and when the Lender has made performance on behalf of Landlord, such default shall be deemed cured.

## **ARTICLE 22      EMINENT DOMAIN**

22.1 Taking Resulting in Termination. If any of the Boardwalk Retail/Restaurant Area is taken under the power of eminent domain by any public or quasi-public authority,

Landlord shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Premises, upon giving notice in writing of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Boardwalk Retail/Restaurant Area have been so appropriated or taken. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing under this Lease. Immediately after learning of any appropriation or taking, Landlord shall give Tenant notice thereof in writing.

22.2 Award. If this Lease is terminated as provided above, Landlord shall be entitled to the entire award or compensation in the condemnation proceedings, whether for a total or partial taking or for diminution in the value of the leasehold or for the fee; but the rental and other charges for the last month of Tenant's occupancy shall be prorated as of the time that Tenant's possession under this Lease is terminated by such taking, and Landlord agrees to refund to Tenant any rent or other charges paid in advance. Tenant agrees not to make any claim for any portion of the award of compensation or damages for such taking, and Tenant hereby assigns and quitclaims to Landlord any portion of such award, including, but not limited to, any claim Tenant has (or may claim to have) for the value of Tenant's leasehold interest which is in excess of the rent reserved to Landlord hereunder. Notwithstanding the foregoing, Tenant retains, and may assert, any claim it may have under applicable law to receive compensation or damages (provided an award based on such claim does not diminish the award or claim of Landlord): (i) for its fixtures and personal property that it is entitled to remove pursuant to this Lease, (ii) for relocation benefits or assistance or (iii) for loss of goodwill to its business.

22.3 Partial Taking. If either (i) both Landlord and Tenant elect not to terminate this Lease under Section 22.1, or (ii) none of the Premises is appropriated under the power of eminent domain by any public or quasi-public authority, then Tenant shall remain in the remaining portion of the Premises, and Landlord shall, at Landlord's cost and expense, as soon as reasonably possible, restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking; provided, however, that Landlord shall have no obligation to so restore the Premises at a cost or expense in excess of the award of compensation or damages received by Landlord due to such taking. After such restoration, the Minimum Monthly Rent provided for herein shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain.

22.4 Transfer under Threat of Taking. For the purposes of this Article only, a voluntary sale or conveyance under threat and in lieu of condemnation shall be deemed an appropriation or taking under the power of eminent domain.

## **ARTICLE 23 ATTORNEYS' FEES**

If at any time after the date hereof either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding shall reimburse the successful party for all reasonable expenses of attorneys' fees, costs and disbursements incurred therein by the successful party, including but not limited to any such fees, costs or disbursements incurred on any appeal from such action or proceeding. All such fees, costs or disbursements shall be recoverable as items of cost by the successful party, whether or not such action proceeds to final judgment or determination.

#### **ARTICLE 24 SALE OR MORTGAGE BY LANDLORD**

24.1 Sale or Mortgage. Landlord may, at any time, without the consent of Tenant, sell, purchase, exchange, transfer, assign, lease, or convey (collectively, "Sale"), or encumber, pledge, mortgage or hypothecate an interest in Landlord, the Lease, the Premises, and/or any portion of or interest in the Boardwalk Retail/Restaurant Area.

24.2 Landlord's Successor. For the purposes of this Article, "Landlord's Successor" shall mean any person or entity who succeeds to all of Landlord's interest in the Premises, the Boardwalk Retail/Restaurant Area, or in this Lease through a Sale.

24.3 Release on Sale. Provided that Landlord's successor expressly assumes Landlord's duties and covenants under this Lease, from and after a Sale, Landlord shall be released from all liability toward Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale.

#### **ARTICLE 25 MASTER DOCUMENTS AND LOAN CONSIDERATIONS**

25.1 Subordination. This Lease is and shall be subordinate to the Master Documents and to any encumbrance now of record or recorded after the date of this Lease affecting the Boardwalk Retail/Restaurant Area or any part thereof and/or the land upon which the Boardwalk Retail/Restaurant Area is constructed. Such subordination is effective without any further action of Tenant. On Tenant's behalf and on behalf of all persons claiming through and under Tenant, Tenant agrees that Tenant shall from time to time on request from Landlord execute and deliver any documents or instruments that may be required by Landlord's Lender to effectuate any subordination. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments on Tenant's behalf.

25.2 Attornment. If Landlord conveys in a Sale all of its rights and duties in and to the Lease, the Premises, and/or the Boardwalk Retail/Restaurant Area, or if an interest in Landlord or Landlord's equity of redemption or other interest in the Lease, the Premises and the Boardwalk Retail/Restaurant Area under a mortgage, deed of trust,

pledge or security agreement is foreclosed judicially or nonjudicially, upon the request of Landlord's lawful successor, Tenant shall at the election of Landlord's successor attorn to said successor, provided said successor accepts the Premises subject to this Lease. The foregoing notwithstanding, in accepting the Premises subject to this Lease, said successor shall not be bound by (i) any prepayment of more than one month's rental (except for payments under Section 31.1) or (ii) any amendment of this Lease made after the later of the Commencement Date or such date as the successor's lien or interest first arose, unless said successor shall have consented to such amendment, and shall not be liable for any act or omission of the prior Landlord or have any liability for any security deposits unless it shall have been physically delivered to the new Landlord, or be subject to any offset which shall theretofore have accrued to Tenant from the prior Landlord. Tenant shall upon request of any purchaser, mortgagee or other person acquiring an interest in the Boardwalk Retail/Restaurant Area execute and deliver an instrument or instruments confirming its attornment. Notwithstanding the foregoing, upon the request of the holder of any encumbrance, this Lease shall be prior and superior to the lien of any specified encumbrance. With respect to any encumbrance granted or entered into after the date of this Lease, Tenant's obligation to attorn to any purchaser, whether upon foreclosure of any encumbrance or otherwise, and to recognize such purchaser as Landlord under this Lease is conditioned upon such purchaser upon the foreclosure of the encumbrance agreeing to recognize this Lease if Tenant is not in default in the performance of any of the terms and conditions on Tenant's part to be kept and performed under this Lease.

25.3 Notice to Holder of Encumbrance. Tenant agrees that, provided the holder of any Encumbrance shall have notified Tenant in writing of its address, Tenant will give such holder, by certified mail, a copy of any notice of default given by Landlord.

25.4 Recordation. The parties agree to record this Lease or a short form memorandum hereof, in the form of Exhibit J attached, pursuant to Government Code Section 37393.

25.5 Estoppel Certificate. At any time and from time to time on not more than ten (10) days' written notice from Landlord, Tenant shall execute and deliver to Landlord a Tenant's Estoppel Certificate substantially in form as attached hereto as Exhibit D. Unless Tenant shall have notified Landlord in writing within said ten-day period of any qualifications tenant may have to the statements in the Tenant's Estoppel Certificate ("Tenant's Qualification Notice"), anyone participating with Landlord in any transaction referred to in Section 24.1 shall have the right to rely on the accuracy of such statements. If Landlord shall not have received Tenant's Qualification Notice, Tenant's failure to execute and deliver the Tenant's Estoppel Certificate within said ten-day period shall be deemed to make conclusive and binding upon Tenant (for the benefit of Landlord and anyone participating with Landlord in any such transaction) the statements contained in the Tenant's Estoppel Certificate as true and correct, without exception and Landlord is hereby appointed attorney-in-fact to execute and deliver the Tenant's Estoppel Certificate without exception on behalf of Tenant.

## **ARTICLE 26 QUIET POSSESSION**

Landlord agrees that Tenant, upon paying the rental and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises during the Term without hindrance by Landlord or by anyone claiming by, through or under Landlord, subject, however, to the provisions of Article 16, and subject to any mortgages, master leases, reciprocal easement agreements, other agreements and encumbrances to which this Lease is subordinate.

## **ARTICLE 27 TENANT'S ASSOCIATION SHARE FOR ADVERTISING AND PROMOTION.**

Tenant acknowledges that Landlord is a member of a "Lessee's Association", an association of owners and ground lessees organized and operating for the purpose of carrying out such common or general advertising or promotional activities or programs for the benefit of the Harbor Area of which the Boardwalk Retail/Restaurant Area is a part, and that as such a member of the Lessee's Association, Landlord is required to contribute to the Lessee's Association an amount equal to 2/10ths of one percent (0.2%) of the gross sales of the Boardwalk Retail/Restaurant Area ("Landlord's Association Share"). Tenant agrees to pay Landlord an amount equal to 0.2% of Gross Sales of Tenant ("Tenant's Association Share") in addition to payments to Landlord on account of Minimum Monthly Rent, Monthly Percentage Rent and Tenant's Monthly Expense Share. Landlord agrees that Landlord shall remit all payments of Tenant's Association Share to the Lessee's Association as part of Landlord's Association Share, and that Landlord shall not retain any of Tenant's Association Share for its own account. In the event that Landlord shall no longer be required or agree to pay Landlord's Association Share, the obligation of Tenant to pay Tenant's Association Share shall cease (or during the period of any suspension of Landlord's Association Share, shall be suspended). Likewise, should the contribution to the Lessee's Association change from its current rate of 0.2% of gross sales, Tenant's obligation to pay Tenant's Association Share shall change in an equal manner. Landlord shall invoice Tenant on a quarterly basis for Tenant's Association Share during the Term and payment shall be due and payable within thirty (30) days, and if unpaid after thirty (30) days, unpaid amounts shall be assessed penalties stated in Paragraph 7.6.

## **ARTICLE 28 CAPTIONS AND TERMS**

The captions contained in this Lease are for convenience only, are not a part of this Lease and do not in any way limit or amplify the actual terms and provisions of this Lease.

If more than one (1) person or entity is named in and executes this Lease as Tenant, then the word "Tenant" wherever used in this Lease is intended to refer to all such persons or corporations, and the liability of such persons or entities for compliance with

and performance of all the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural.

## **ARTICLE 29 NOTICES**

Wherever in this Lease it is required or permitted that notice or demand be given or served by either party to this Lease upon the other, such notice or demand shall be in writing and shall be deemed to have been duly given three business days after being mailed by certified or registered mail, postage prepaid, immediately upon personal service, or on the next business day if delivered by FedEx or another reputable overnight delivery service, and addressed to the parties at the addresses provided in the Summary.

Either party may change the address for such notices by giving written notice thereof to the other party in the manner specified above. The foregoing method of service or personal service of notice upon the addressee shall be exclusive and Tenant hereby waives, to the fullest extent allowed by law, the right to any other method of service required by any statute or law now or hereafter in force.

Notwithstanding anything to the contrary contained within this Article 29, any notices Landlord is required or authorized to deliver to Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article 12 (with respect to improper advertising media and/or signs), Article 16 (failure of Tenant to properly repair and/or maintain the Premises), and/or Article 18 (improper parking of Tenant and Tenant's employees' automobiles) must be in writing but shall be deemed to have been duly given or served upon Tenant by delivering a copy of such notice to one (1) of Tenant's managing employees at the Premises during normal business hours and by delivery of a copy of such notice to Tenant in the manner specified above.

## **ARTICLE 30 OBLIGATIONS OF SUCCESSORS**

The parties hereto agree that, except as otherwise specified, all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

## **ARTICLE 31 SECURITY DEPOSIT**

31.1 Payment. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord without liability or interest as security for the faithful performance by Tenant of all of its obligations under this Lease. The Security Deposit shall not be considered an advance payment of rent or of any other sum due hereunder or as a measure of damages in case of a default by Tenant. The Security Deposit shall not be considered as a trust fund, and Tenant expressly

acknowledges and agrees that Landlord is not acting as a trustee or in any fiduciary capacity in controlling or using Tenant's Security Deposit. Landlord, at its option, may maintain the Security Deposit separate and apart from Landlord's general and/or other funds, or may commingle the Security Deposit with Landlord's general and/or other funds. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. Concurrently with any adjustment to Minimum Monthly Rental, Tenant shall add to the Security Deposit held by Landlord so that the Security Deposit shall always be equal to the Minimum Monthly Rental.

31.2 Application. If any of the rental herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have under this Lease, use and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate or reimburse Landlord for Minimum Monthly Rent, Additional Rent, loss or damage or expense sustained by Landlord, and Tenant shall immediately upon demand restore said Security Deposit to the original sum deposited. If Tenant complies with all obligations and promptly pays all rentals and all other sums payable by Tenant to Landlord as and when due, said Security Deposit (or any balance thereof) shall be refunded in full to Tenant without interest at the expiration or termination of the Lease Term and after the removal of Tenant and surrender of possession of the Premises to Landlord.

In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rental and other charges due Landlord for the earliest periods prior to the filing of such proceedings.

31.3 Transfer of Landlord's Interest. If Landlord transfers Landlord's interest in the Premises, Landlord may deliver the funds deposited by Tenant under this Article to Landlord's transferee or assignee, and in such event, Landlord shall be discharged from any further liability with respect to such Security Deposit. This Section shall also apply equally to any subsequent transfer of Landlord's interest in the Premises.

## **ARTICLE 32      BROKERS**

Landlord and Tenant each represent and warrant to the other that no real estate broker or finder other than the Broker(s) specified in the Summary has been involved in this transaction. Tenant agrees to indemnify and hold Landlord harmless from any claim, liability, loss or expense for any broker's commission, finder's fee, acquisition fee or like payment asserted against Landlord or Tenant by virtue of a contract or agreement made by Tenant. If no Broker is identified in the Summary, there shall be no obligation on the part of Landlord hereunder to pay any fees or commissions to a broker.

### ARTICLE 33 MISCELLANEOUS

33.1 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

33.2 Severability. If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33.3 Warranty of Authority. If Tenant hereunder is a corporation or partnership, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that (i) their execution of this Lease is duly authorized by all necessary corporate or partnership proceedings; (ii) Tenant is a valid and subsisting corporation or partnership, duly formed under the laws of its state of formation and is duly qualified to do business in this state, (iii) all franchise, corporate and/or partnership taxes have been paid to date, and (iv) Tenant will file when due all future tax returns, forms, reports, fees and other documents necessary to comply with applicable laws.

33.4 Entire Agreement. This Lease contains all conditions, covenants and agreements between Landlord and Tenant relating in any manner to the Boardwalk Retail/Restaurant Area and to the rental, use and occupancy of the Premises and the other matters set forth in this Lease. No prior or contemporaneous agreement or understanding pertaining to the Boardwalk Retail/Restaurant Area or the Premises shall be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to, except in writing signed by Landlord and Tenant. Landlord and Tenant intend that this Lease supersedes all such prior or contemporaneous agreements and that this Lease constitutes the final, exclusive and complete embodiment of their agreement. This Lease shall supersede the Prior Lease, which shall be terminated and of no further force or effect after the Commencement Date of this Lease, except for such provisions which survive the expiration or termination of the Prior Lease. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Landlord's behalf, either orally or in writing (except this Lease), has induced Tenant to enter into this Lease. Specifically, but without limitation, Tenant acknowledges that Tenant has relied solely on its own investigation and business judgment in its determination to enter into this Lease, that any statements which may have been made by any representative of Landlord concerning the success of Tenant's business and/or the Boardwalk Retail/Restaurant Area and/or the extent of Tenant's sales or profits are based upon that representative's expectations and are not to be considered as promises, covenants or guarantees of success, that the success of Tenant's business and

the Boardwalk Retail/Restaurant Area are based upon many factors, including certain factors not within the control of Landlord and certain factors which are within the control of Tenant and that Tenant is not in any way entitled to the benefits of any agreements between Landlord and other tenants which agreements may differ from the terms of this Lease.

33.5 Construction. All of the provisions hereof shall be construed as covenants and not as conditions. Although the printed provisions of this Lease were drawn by Landlord, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including but not limited to any implication that the parties intended thereby to state the converse or opposite of the deleted language.

33.6 Right to Lease. Landlord reserves the absolute right to create such other tenancies in the Boardwalk Retail/Restaurant Area as Landlord, in the exercise of its sole discretion, shall determine. Tenant does not rely on the fact, nor does Landlord represent, that there shall be any specific occupants or number of occupants of space in the Boardwalk Retail/Restaurant Area after the Commencement Date.

33.7 Governing Law. The laws of the state of California shall govern the validity, performance and enforcement of this Lease.

33.8 Waiver or Consent Limitation. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. The acceptance by Landlord of rent or other payments with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition shall not be construed to be a waiver of any other covenant, terms or conditions, or a waiver of further breach of the same covenants, terms or conditions.

33.9 Force Majeure. For purposes of this Lease, neither Landlord nor Tenant as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations to construct, improve, repair, restore or make other physical improvements under this Lease as a result of the enforced delay in the performance of such obligations where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; government restrictions or priority; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental agency or entity; or any other causes beyond the control or without the

fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if notice by the party claiming such extension is given to the other party within thirty (30) days after the commencement of the cause and shall continue for a reasonable period, not to exceed 6 months, during which time the party suffering such delay shall exert its best efforts to cure or eliminate the cause of such delay or prevention. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Nothing contained herein shall be construed to permit delay in the payment of rents or other monetary obligations, or in the submission of notices, plans, Monthly Statements, Annual Statements or other documentation as may otherwise be required.

33.10 Waiver of Rights of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

33.11 Labor Disputes. Tenant shall perform or cause Tenant's contractor to perform all work in the making and/or installation of any repairs, alterations or Improvements in a manner so as to avoid any labor dispute which causes or is likely to cause stoppage or impairment of work or delivery services in the Boardwalk Retail/Restaurant Area. In the event there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor disputes, Tenant shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute, including but not limited to: (i) removing all parties in dispute from the job site until such time as the labor dispute no longer exists, (ii) seeking an injunction to remove such parties from the Boardwalk Retail/Restaurant Area, and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute.

33.12 Additional Assurances. Each of the parties agrees that it will execute such other documents or instruments as may be necessary to carry out and effectuate the purpose and terms of this Lease.

33.13 Gender and Person. Whenever the context of this Lease requires, the neuter, masculine or feminine genders shall each include the others; the singular shall include the plural and the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive.

33.14 Counterparts. This Lease and the documents, instruments and agreements executed in connection herewith may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

33.15 Time of Essence. Time is of the essence in the performance of this Lease.

33.16 Franchise. If Tenant is to operate a franchise location, Tenant shall, at the request of Landlord, supply Landlord with any and all information related to Tenant's relationship to franchisor; including, but not limited to, any financial reports required by franchisor, and a copy of Tenant's franchise license or other document displaying the ability to use franchisor's name, product, logo, etc. Tenant shall also furnish Landlord with the appropriate information to contact a representative at the office of franchisor with respect to any issue. Landlord may request this information to be supplied prior to signing this Lease.

33.17 Exhibits Incorporated. All exhibits attached hereto and referred to herein are incorporated in this Lease and are expressly made a part hereof.

33.18 Nondiscrimination. Tenant shall not discriminate against any person or class of persons by reason of sex, race, color, creed, ancestry, national origin, age, physical handicap, or medical condition, and shall make its accommodations and services available to all persons on a nondiscriminatory basis. Tenant hereby 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.

33.19 Independent Contractor. This Lease is by and between Landlord and Tenant and is not intended and shall not be construed to create the relationship of agent, servant, employee, or representative of Landlord by Tenant.

33.20 No Conflict of Interest. No member, official, officer, employee, agent, or representative of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any obligations under the terms of this Lease. No member, official or employee of City shall have any personal interest, direct or indirect, in this Lease nor shall any such member, official or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

IN WITNESS WHEREOF, Landlord has by motion duly adopted by the City Council, caused this Lease to be signed by its Mayor and attested by its City Clerk, and by Tenant caused these presents to be subscribed and have duly executed this Lease, all on the day and year first above written.

"LANDLORD":

CITY OF REDONDO BEACH,  
a chartered municipal corporation

\_\_\_\_\_  
James A. Light  
Mayor

ATTEST:

APPROVED AS TO FORM:

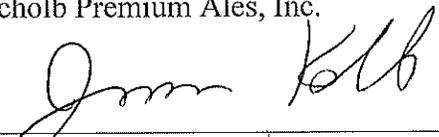
\_\_\_\_\_  
Eleanor Manzano  
City Clerk

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

APPROVED:

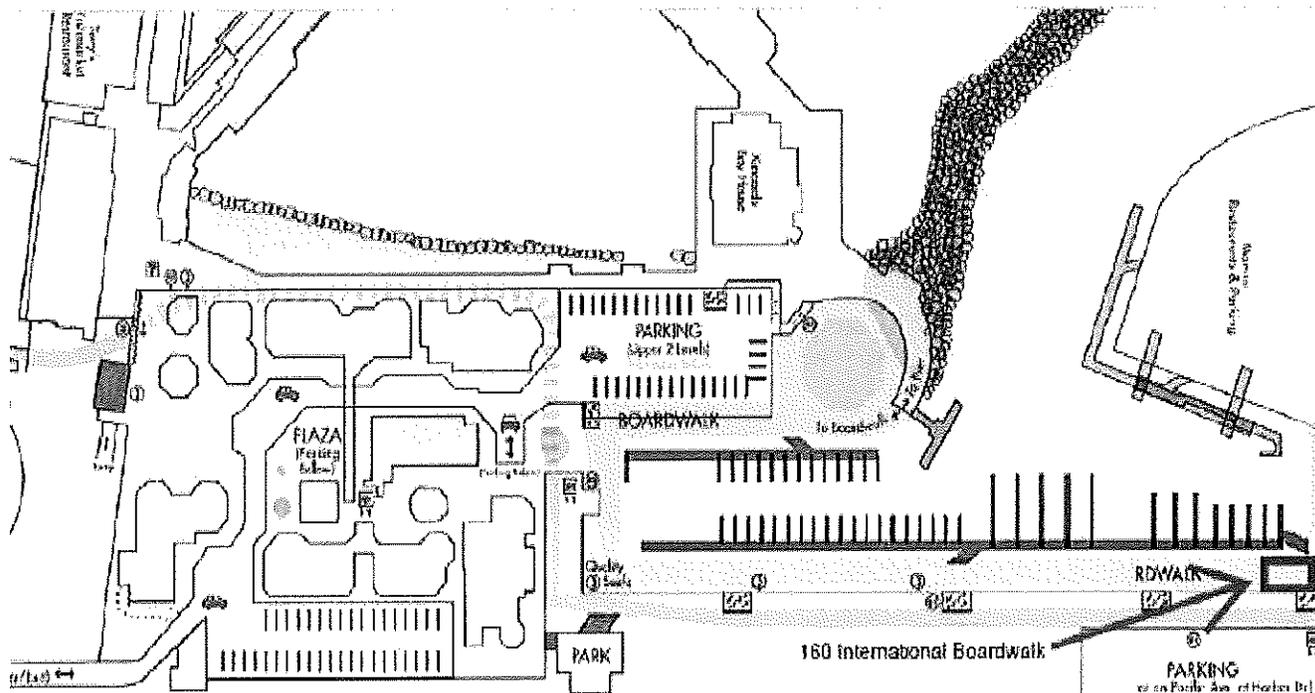
\_\_\_\_\_  
Diane Strickfaden  
Risk Manager

"TENANT":  
Scholb Premium Ales, Inc.

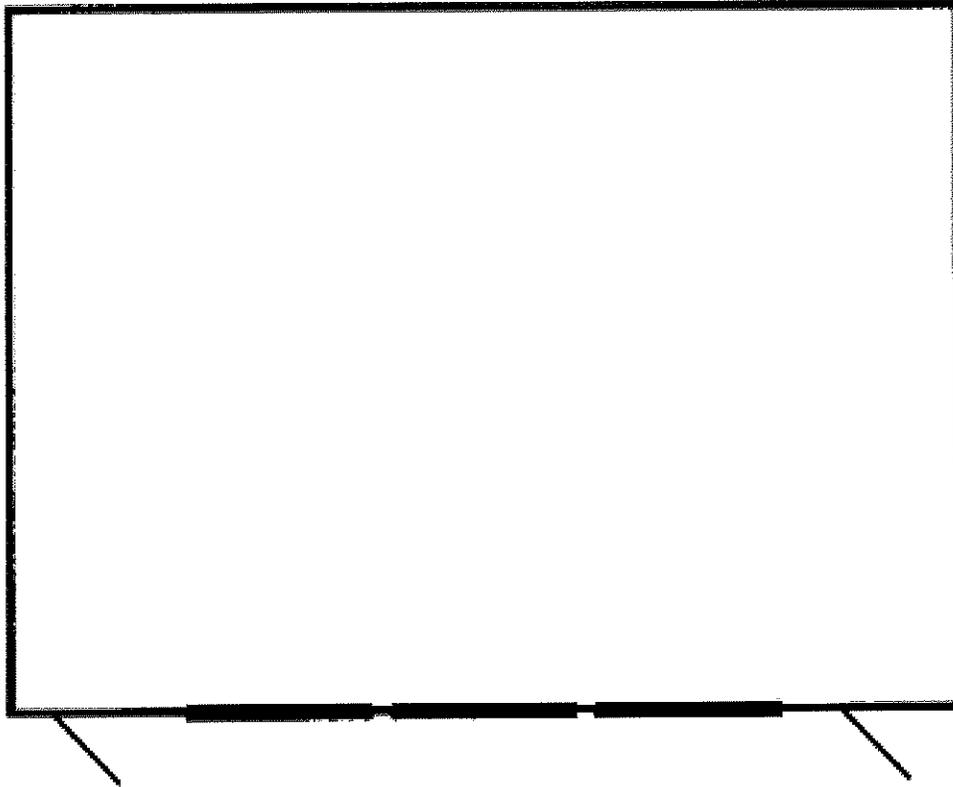
  
\_\_\_\_\_  
By Jason Kolb  
Its:

If Tenant is a CORPORATION, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. The Lease must be executed by the president or vice-president and the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event, a certified copy of the bylaws or a certified copy of the resolution, as the case may be, must be attached to this Lease.

**EXHIBIT A**  
**PREMISES FLOOR PLAN AND SITE PLAN**



160 International Boardwalk  
Redondo Beach, CA 90277



**EXHIBIT B****DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES**

Description of Premises: Space located at 160 International Boardwalk, Redondo Beach, CA 90277 consisting of approximately 1,000 rentable square feet.

Trade Name: Scholb Premium Ales, Inc.

Use of Premises: Retail, Restaurant and Brewery provided Tenant, if applicable, procures all necessary and proper licenses, permits and permissions from all appropriate government agencies.

**EXHIBIT C**

**GUARANTY OF LEASE**

THIS LEASE GUARANTY ("Guaranty") is made by Guarantor Jason Kolb in favor of the CITY OF REDONDO BEACH, a chartered city and municipal corporation ("Landlord"), in connection with that certain lease dated as of August 5, 2025 (the "Lease") pursuant to which Landlord is to lease to Scholb Premium Ales, Inc. ("Tenant") those premises generally referred to as 160 International Boardwalk, 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 non-performance 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.

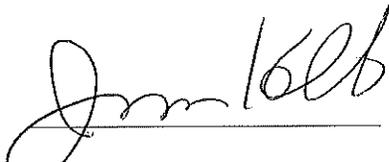
22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws 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 14 day of July, 2025.

Executed on this day of, 2025.

[If Guarantor is a married individual, Guarantor's spouse must sign this Guaranty]

  
\_\_\_\_\_  
Jason Kolb

\_\_\_\_\_

Address of Guarantor:

3401 W. 229th Place

Address of Guarantor:

Torrance CA 90505

\*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 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 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.

**EXHIBIT D**

**ESTOPPEL CERTIFICATE**

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of August 5, 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 160 International Boardwalk, 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 August 5, 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 August 5, 2025.

5. The Term began on August 5, 2025, and expires on August 4, 2030.

6. Except as indicated in paragraph 7 below, no rent has been paid in advance and no security deposit has been deposited with Landlord, except for the Security Deposit in the amount of \$2,500.00 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

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9. The undersigned has no rights of first refusal or options to (a) purchase all or any portion of the Premises or the Fisherman's Wharf; 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 Fisherman's Wharf 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:

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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:

Scholb Premium Ales, Inc.

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. Each tenant space along International Boardwalk includes an existing double-sided, projecting "blade" sign that consists of a permanent frame, a double-sided sign face, and hardware to secure the sign to the building. Tenant shall be responsible for installing a new double-sided sign face unique to their business and installing and maintaining the entire "Blade" sign, inclusive of the existing frame, hardware, and sign face that is perpendicular to their storefront. No modifications to the existing frame or hardware are allowed. Replacement of the double-sided sign face will be at the sole expense of Tenant and the updated sign shall not exceed the existing dimensions, shape, attachment points, and exact height and location of the original sign. Only one such "Blade" sign is allowed per Tenant. The double-sided sign face unique to the business shall be a high-resolution full color print with a 2-foot diameter on an adhesive backing. Tenant shall procure and install the double-sided sign face unique to the business within three months of signing the lease with the City. Tenant shall contact property management for any questions regarding the blade sign requirements above.

7. 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: JCK

## EXHIBIT F

### PARKING FEE SCHEDULE

Per paragraph 18.4 of the lease and Landlord's standard parking rates in effect at the time and adjustable from time-to-time.

The current parking rates are as follows:

#### **DAILY RATE**

\$2.00 each hour

#### **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. Annual Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early discounted rate of \$280.00 if the pass is purchased in January** (Purchases after January 31 will be prorated at the rate of \$35/month times the number of months remaining in the year.)

Summer Season Employee Passes (May 1 – September 30):

- a. Summer Pass – 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early special rate of \$120.00 if the pass is purchased in May** (Purchases after May 31 will be prorated at the rate of \$35/month times the number of months remaining in the summer.)

## EXHIBIT G

### RULES AND REGULATIONS

#### 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

CONFIRMATION OF LEASE

TO: Tenant

DATED:

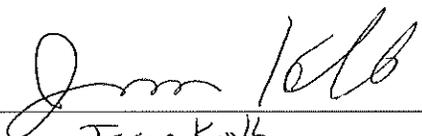
Re: Lease dated August 5, 2025 by and between CITY OF REDONDO BEACH a chartered city and municipal corporation as Landlord, and Scholb Premium Ales, Inc. as Tenant (the "Lease"), for those premises generally referred to as 160 International Boardwalk, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is August 5, 2025 and that the Expiration Date of the Lease is August 4, 2030.

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: Jason Kolb  
Title:

**EXHIBIT I**

**[Intentionally Deleted]**

**EXHIBIT J****RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN 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 August 5, 2025, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord" and Scholb Premium Ales, Inc., hereinafter referred to as "Tenant."

**RECITALS**

A. Landlord and Tenant have entered in a Lease (hereinafter, "Lease") dated August 5, 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 general restaurant use.
2. Unless earlier terminated, the term of the Lease shall expire on August 4, 2030.
3. This Memorandum is not a complete summary of the Lease, and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Amended Lease as of the day and year first above written.

CITY OF REDONDO BEACH

\_\_\_\_\_  
James A. Light, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Scholb Premium Ales, Inc.

By:   
Title: Jason Kulb  
owner

**EXHIBIT "A" TO MEMORANDUM OF LEASE****LEGAL DESCRIPTION**

The space located at 160 International Boardwalk, Redondo Beach, California, consisting of approximately 1,000 rentable square feet as more particularly depicted on the attached floor and site plan of the premises. The Premises is located on a portion of the strip retail development, a development of approximately 48,000 square feet, situated north 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.

APN: 7507-002-932

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

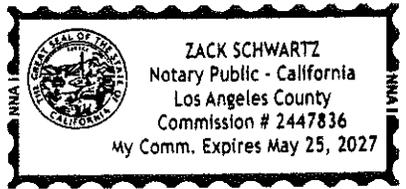
State of California }  
County of Los Angeles } ss.

On 14 July, 2025, before me, Zack Schwartz, a Notary Public, personally appeared, Jason Kolb, 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]  
(seal)



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

State of California }  
County of Los Angeles } ss.  
}

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  
\_\_\_\_\_

(seal)



# Administrative Report

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H.22., File # 25-1089

Meeting Date: 8/5/2025

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**To: MAYOR AND CITY COUNCIL**

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

## **TITLE**

APPROVE THE CITY'S CONSENT TO SUBLEASE BETWEEN RDR PROPERTIES, LLC AND SOUTH BAY LIVE, LLC FOR THE PREMISES AT 100 "I" AND "J" FISHERMAN'S WHARF

## **EXECUTIVE SUMMARY**

The City has an existing lease with RDR Properties, LLC (RDR or Lessee) for the premises located at 100 (A-L) Fisherman's Wharf on the Redondo Beach Pier. Under the terms of the lease, RDR retains the rights to negotiate direct subleases to occupy the various tenant spaces and the City retains the right to consent to all subleases. RDR has requested the City consent to the sublease with South Bay Live, LLC (Sublessee), dba Deep End Live, for the premises at 100 "I" and "J" Fisherman's Wharf (Sublease Premises) in the basement level of the leasehold. Deep End Live would serve as a nightclub, lounge, and bar for dancing and live music entertainment. The space has been vacant for several years. It is recommended that the City Council approve the consent and allow for execution of the proposed sublease.

## **BACKGROUND**

On September 15, 1987, the City of Redondo Beach entered into a lease with RDR for the premises located at 100 (A-L) Fisherman's Wharf on the Redondo Beach Pier. On July 1, 2008 the City of Redondo Beach and RDR negotiated a new lease term of 55 years. The lease allows for portions of the leasehold property to be subleased; however, the Lessee is required to obtain the City's consent for all subleases, amendments to subleases, and assignments.

The master leasehold is approximately 30,000 square feet split into 14 spaces on three levels. The subject tenant space is located on the basement level of the leasehold and is comprised of two spaces, 100 "I" and "J" Fisherman's Wharf, both of which have been vacant for several years, with the last two tenants to occupy the spaces being nightclubs. The proposed sublease to Deep End Live, a nightclub and bar, would occupy both spaces and provide live music performances for a term of up to 10 years and eight months. There is an existing conditional use permit (CUP) in place to allow the night club use and associated sale of alcohol. The CUP was first approved in 2004 for tenant space "I" and was later amended in 2021 to also include tenant space "J." The existing CUP established maximum operating hours of Monday through Saturday, 8:00 a.m. to 2:00 a.m., and Sundays from 8:00 a.m. to 12:00 a.m. The proposed tenant has agreed to establish operating hours within the timeframe outlined in the CUP.

A nightclub, lounge, and bar has operated at this location over several decades. The subterranean location has 16-inch thick concrete walls that dampen noise and keep the nightclub from being audible to surrounding areas.

**COORDINATION**

The Consent to Sublease document was reviewed and approved as to form by the City Attorney's Office.

**FISCAL IMPACT**

Deep End Live shall directly pay RDR a minimum monthly rent of \$4,000 and is also responsible to pay the City an additional percentage rent equaling 12% of monthly gross sales, which will accrue to the Harbor Uplands Fund.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - City Consent to Sublease - South Bay Live, LLC, dba Deep End Live
- Agmt - Lease between RDR (Master Lease Holder) and South Bay Live, LLC (Sublessee)

**CONSENT TO SUBLEASE  
FOR 100 "I" & "J" FISHERMAN'S WHARF  
SOUTH BAY LIVE, LLC**

THIS CONSENT TO SUBLEASE (this "Consent") is made by the CITY OF REDONDO BEACH, a chartered municipal corporation ("Lessor"), RDR PROPERTIES, LLC, a California limited liability company ("Lessee") and SOUTH BAY LIVE, LLC ("Sublessee").

WHEREAS, Lessor and Lessee's predecessor, RDR Living Trust Of 1996, Robert Dale Resnick, Trustee, have heretofore entered into a Lease Agreement dated as of July 1, 2008, for the premises located at 100 Fisherman's Wharf, Redondo Beach CA, as amended by a First Amendment to Lease dated as of November 20, 2012 and a Second Amendment to Master Lease dated as of April 6, 2021, and as assigned to and assumed by Lessee by an Assignment and Assumption of Lease Agreement, dated March 21, 2015 (as amended and assigned, the "Master Lease").

WHEREAS, under the Master Lease, Lessor reserves the right to approve and consent to any sublease, assignment or amendment by Lessee or its successors.

WHEREAS, Lessee has requested Lessor's consent to a Sublease for 100 "I" and "J" Fisherman's Wharf ("Sublease Premises") dated May 19, 2025, and executed by Lessee and Sublessee. The Sublease is for a term of ten (10) years and eight (8) months with an option to extend for five (5) years, and requires the consent of Lessor pursuant to the terms of the Master Lease.

NOW, THEREFORE, pursuant to the Master Lease, Lessor hereby issues its approval and consent to the Sublease, which is given subject to the following conditions and covenants of the parties to the Sublease:

1. Lessor consents to the Sublease. This consent is granted only on the terms and conditions stated in this Consent. The Sublease is subject and subordinate to the Master Lease. If there is a conflict between this Consent and the Sublease respecting Sublessee's obligations to Lessor, the terms, conditions, and obligations of the Master Lease and this Consent shall control. Lessee and Sublessee acknowledge that Lessor is not a party to the Sublease and is not bound by any of the terms, covenants, or conditions of the Sublease.
2. Neither the Sublease nor this Consent will:
  - (a) Release Lessee from any liability, whether past, present or future, under the Master Lease;
  - (b) Alter the primary liability of Lessee to pay all rent and perform all of Lessee's obligations under the Master Lease (including the payment of all bills rendered by Lessor for charges incurred by Sublessee for services and materials supplied to the Sublease Premises);

- (c) Be construed as a waiver of Lessor 's right to consent to any proposed transfer, assignment, or sublease after the date hereof by Lessee under the Master Lease or Sublessee under the Sublease, or as a consent to any portion of the Sublease Premises being used or occupied by any other party;
- (d) Grant any rights to Sublessee greater than those rights granted to Lessee under the Master Lease;
- (e) Be deemed consent to any other sublease, assignment, or transfer of any kind;
- (f) Be construed as consent by Lessor to a term of the Sublease beyond the stated term under the Sublease, and not to any holdover tenancy, whether by operation of law or otherwise, and in no event beyond the term of the Master Lease;
- (g) Require Lessor to recognize Sublessee in the event of a default in the Master Lease by Lessee;
- (h) Enlarge or in any manner increase Lessor's or Lessee's respective obligations or duties under the Master Lease;
- (i) Create obligations or costs to Lessor under the terms of the Sublease, except as may be set forth in the Master Lease or under applicable law, such as Lessor's performance of standard lease administrative functions, regulatory and permitting functions under the Master Lease;
- (j) Require Lessor to proceed in any action under the Master Lease or this Consent against either Lessee or Sublessee without first exhausting Lessor's remedy against the other; or
- (k) Modify, waive, amend, or otherwise affect any provision of the Master Lease, including without limitation, any guaranty of the Master Lease.

Upon termination of the Master Lease, Lessor may consent to subsequent subleases and assignments of the Sublease or any amendments or modifications to the Sublease without notifying Lessee or anyone else liable under the Master Lease, including any guarantor of the Master Lease, and without obtaining their consent. No such action by Lessor will relieve those persons from any liability to Lessor or otherwise with regard to the Sublease Premises. Lessee shall not have any obligations with respect to the subsequent subleases and assignments of the Sublease or any amendments or modifications to the Sublease made by Lessor unless Lessee agrees to be bound in writing.

3. Lessee and Sublessee acknowledge that the Master Lease continues in full force and effect, and that there are no prior amendments thereto as of the date of this Consent, except as in writing(s) signed by both the Lessor and the Lessee. This

Consent shall not release Lessee of its obligations or alter the primary liability of Lessee to pay the rent and to perform and comply with all of the obligations of Lessee to be performed under the Master Lease.

4. Sublessee acknowledges that it has had an opportunity to review and has reviewed the terms and provisions of the Master Lease. The Sublease is and shall be at all times subject and subordinate to the Master Lease, as such Master Lease may be amended, revised or terminated by Lessor and/or Lessee in accordance with its terms. Lessor is not obligated to notify or obtain the consent of Sublessee, or any guarantor of the Sublease, with respect to any amendment, revision or termination of the Master Lease. In no event shall the term of the Sublease exceed the term of the Master Lease, as the Master Lease may be amended, modified or terminated.
5. Sublessee's use and operation of its business at the Sublease Premises shall not be in violation of any of the terms, covenants, obligations and conditions of the Master Lease. This Consent shall not constitute a consent by Lessor to any subsequent subletting or assignment of any of Lessee's rights under the Master Lease, of any amendments or modifications to the Sublease, or any further subletting or assignment of any of Sublessee's rights under the Sublease. In the event of any default of Lessee under the Master Lease, Lessor may proceed directly against Lessee or anyone else liable under the Master Lease without prior notice to Sublessee.
6. This Consent shall not be valid without the signature of Lessee and Sublessee. Lessee and Sublessee each acknowledge and agree that in providing its consent to the Sublease, Lessor is relying on the covenants and representations of Lessee and Sublessee made in this Consent. Lessee and Sublessee each represent and warrant that there are no additional payments of rent or any other monetary consideration of any type which has been paid or is payable by Sublessee to or for the benefit of Lessee in connection with the Sublease, other than as disclosed in the Sublease.
7. Sublessee and Lessee acknowledge that a "cleaning fee" assessment will be charged to Sublessee and Lessee by Lessor per the Fisherman's Wharf Sanitation District and City of Redondo Beach Resolutions 6213 and 7818 and that all amounts shall be paid in full by Sublessee and/or Lessee prior to delinquency.
8. Sublessee and Lessee agree to use, operate and maintain the Sublease Premises in compliance with all applicable federal, state, and local laws, as may be amended from time to time. Specifically, Sublessee and Lessee further agree to comply with all provisions of the Redondo Beach Municipal Code, including but not limited to all current and future administrative design guidelines and standards as applicable. This Consent shall not be construed as the City of Redondo Beach's approval of any improvements to the Sublease Premises, which shall require application and approval in accordance with the normal procedures of the City. Lessee and Sublessee acknowledge that all permits shall be obtained prior to the commencement of any work requiring a permit.

9. Sublessee waives all claims against Lessor for damages to goods, wares, merchandise, buildings, installations and other improvements in, upon, or about the Sublease Premises unless caused by the gross negligence or willful misconduct of Lessor, its officers, agents or contractors.
10. Lessee hereby ratifies and affirms its indemnification obligations to Lessor under the Master Lease. Sublessee hereby indemnifies and holds harmless Lessor, its elected officials and representatives, officers, agents, attorneys and employees from and against any and all claims, demands, loss or liability of any kind or nature which Lessor, its elected officials and representatives, officers, agents, attorneys and employees may sustain or incur or which may be imposed upon them or any of them as a result of, rising out of, or in any manner connected with (a) the Sublease, (b) the occupancy of any portion of the Sublease Premises by Sublessee, its officers, agents, employees, contractors, concessionaires, licensees, patrons or visitors, (c) Sublessee's negligent acts or omissions or its willful misconduct, or (d) any and all liens for labor, services, supplies or materials arising out of the design, construction, repair, alteration or installation of structures, improvements, equipment or facilities within the Sublease Premises caused by Sublessee, provided, however, that the foregoing indemnity shall not apply to the extent of the gross negligence or willful misconduct of Lessor, its agents, representatives, or employees.
11. Sublessee shall not discriminate against any person or class of persons by reason of sex, race, color, creed, ancestry, national origin, age, physical handicap, or medical condition, and shall make its accommodations and services available to all persons on a nondiscriminatory basis.
12. Sublessee represents and warrants to Lessor and Lessee that all information and documentation provided to Lessor with respect to the Sublessee's experience, business background and financial capacity, is true and correct as of the date of this Consent. Lessee represents and warrants to Lessor that to Lessee's actual knowledge, all written information and documentation provided to Lessor by Lessee prior to the date of this Consent, with respect to the Sublease and Sublessee's experience, business background and financial capacity, is true and correct as of the date of this Consent, to the extent of Lessee's actual knowledge. Further, Lessee and Sublessee represent and warrant, each to the extent of their respective actual knowledge as of the date of the Consent, that the execution of the proposed Sublease, or operation of Sublessee's business in accordance with the terms of the proposed Sublease as amended shall not result in the violation of any Laws.
13. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
14. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.

15. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, then in the event of any commencement of litigation, the prevailing party shall be entitled to recover from the applicable party such costs, including, but not limited to, expert witness fees, and reasonable attorney fees as may have been incurred. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
16. Lessee and Sublessee agree that Lessor will not be liable for any brokerage commission or finder's fee in connection with the consummation of the Sublease or this Consent. Lessee and Sublessee will protect, defend, indemnify, and hold Lessor harmless from any brokerage commission or finder's fee in connection with the consummation of the Sublease or this Consent, and from any cost or expense (including attorney fees) incurred by Lessor in resisting any claim for any such brokerage commission or finder's fee. The provisions of this section shall survive the expiration or earlier termination of the Sublease or this Consent.
17. Lessee and Sublessee acknowledge that Lessor is not a party to the Sublease and is not bound by any recitals, terms or conditions thereof.
18. This Consent constitutes the final, complete and exclusive statement between the parties to this Consent pertaining to the terms of Lessor's consent to the Sublease, supersedes all prior and contemporaneous understandings or agreements of the parties regarding this Consent, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that agreement modifies this Consent.
19. All terms spelled with initial capital letters in this Consent that are not expressly defined in this Consent will have the respective meanings given such terms in the Master Lease.
20. This Consent is not intended to modify or amend any of the terms and conditions of the Master Lease, nor to alter or diminish any of the rights or alter or add to any of the obligations of Lessor or Lessee under the Master Lease. In the event of a conflict between any rights of or obligations imposed upon Lessor or Lessee under this Consent and the Master Lease, Lessor's and Lessee's rights and obligations shall be as stated in the Master Lease, as may be amended.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Consent is dated this 5th day of August, 2025.

THE CITY OF REDONDO BEACH,  
a chartered municipal corporation

\_\_\_\_\_  
James A. Light, Mayor

ATTEST:

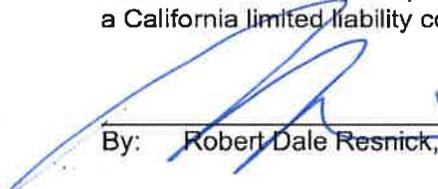
\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

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

LESSEE:

RDR PROPERTIES, LLC,  
a California limited liability company

  
\_\_\_\_\_  
By: Robert Dale Resnick, Manager

SUBLESSEE:

\_\_\_\_\_  
By: Daryl Robert Swensson, Manager & Officer

\_\_\_\_\_  
By: Brenton Randall Reger, Manager & Officer

\_\_\_\_\_  
By: Joseph Patrick Smith, Manager & Officer

IN WITNESS WHEREOF, this Consent is dated this 5th day of August, 2025.

THE CITY OF REDONDO BEACH,  
a chartered municipal corporation

\_\_\_\_\_  
James A. Light, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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Joy A. Ford, City Attorney

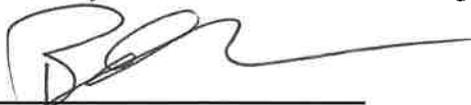
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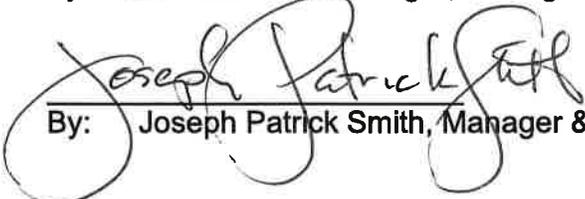
RDR PROPERTIES, LLC,  
a California limited liability company

\_\_\_\_\_  
By: Robert Dale Resnick, Manager

SUBLESSEE:

  
\_\_\_\_\_  
By: Daryl Robert Swensson, Manager & Officer

  
\_\_\_\_\_  
By: Brenton Randall Reger, Manager & Officer

  
\_\_\_\_\_  
By: Joseph Patrick Smith, Manager & Officer

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 July 25<sup>th</sup>, 2025, before me, Krisztian Nagy, a Notary Public, personally appeared Robert Dale Resnick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

[Handwritten Signature]



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

State of California )  
County of Los Angeles )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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 July 25, 2025, before me, Nicole Stamegna, a Notary Public, personally appeared Joseph Patrick Smith, 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]

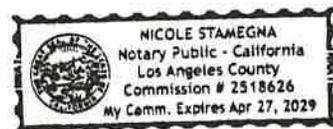
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On July 25, 2025, before me, Nicole Stamegna, a Notary Public, personally appeared Brenton Randall Reger, 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]

**CALIFORNIA 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 25 July 2025 before me, Zack Schwartz, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daryl Robert Swenson  
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.



Place Notary Seal and/or Stamp Above

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

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

# ***Redondo Landing - On The Pier*** **STANDARD LEASE (NNN)**

***100"I" and 100"J" Fisherman's Wharf***  
***Redondo Beach CA 90277***

## **"DEEP END LIVE"**

***Lessee: South Bay Live, LLC***  
***Effective Date: May 19, 2025***

***Redondo Landing - On The Pier***

1-15-12 Standard Lease Form  
100"I" and 100"J" – South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials: DRS BRR JPS  
Lessor's Initials: RDR \_\_\_\_\_

# *Redondo Landing - On The Pier*

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 Lessor's Initials: RDR \_\_\_\_\_

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Lessee's Initials: 

Lessor's Initials:  \_\_\_\_\_

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**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100"l" and 100"j" – South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials: 

Lessor's Initials:  \_\_\_\_\_

# Redondo Landing - On The Pier

## STANDARD LEASE (NNN)

**1. BASIC LEASE PROVISIONS ("Basic Lease Provisions").**

**1.1 Parties:** This Lease is dated for reference purposes only as of **MAY 19, 2025** ("Effective Date"), and is made by and between **RDR Properties, LLC, a California limited liability company** ("Lessor"), and **SOUTH BAY LIVE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** (for individuals, include the name of each spouse, if applicable, and for entities, the State of formation and the name of all general partners or managing members) (individually and collectively, "Lessee"). Lessor and Lessee are each sometimes referred to herein as a "Party" and collectively as the "Parties".

**1.2 Trade Name:**           "DEEP END LIVE"           (the aforementioned name is referred to herein as the "Trade Name").

**1.3 Guarantor(s):** DARYL ROBERT SWENSSON, JOSEPH PATRICK SMITH, AND BRENTON RANDALL REGER (individually and collectively, "Guarantor") (see Exhibit 6 if there is a Guarantor listed above)

**1.4 Premises:** Unit Number(s) UNIT "I" WHICH IS COMPRISED OF APPROXIMATELY FOUR THOUSAND (4,000) GROSS RENTABLE SQUARE FEET IN THE BUILDING (INCLUDING ALL ENTRY WAYS AND STAIRWELLS); TO BE INCREASED TO TEN THOUSAND (10,000) RENTABLE SQUARE FEET IN THE BUILDING (INCLUDING ALL ENTRY WAYS AND STAIRWELLS) IN THE EVENT THAT LESSEE EFFECTIVELY EXERCISES "LESSEE'S EXCLUSIVE EXPANSION RIGHT" UNDER ADDENDUM SECTION 66 TO EXPAND INTO UNIT "J" WHICH IS COMPRISED OF APPROXIMATELY SIX THOUSAND (6,000) GROSS RENTABLE SQUARE FEET IN THE BUILDING (the "Premises"), all of which are a part of the Project and depicted in Exhibit 1 attached to this Lease. (See Section 2.1, See Addendum Section 66, and Exhibit 1).

**1.5 Building:** The entire building(s) commonly known to as 100 Fisherman's Wharf, in the City of Redondo Beach, County of Los Angeles, State of California (the "Building").

**1.6 Permitted Use:** NIGHTCLUB/LOUNGE/BAR WITH DANCING AND LIVE MUSIC ENTERTAINMENT OPERATING AT LEAST 6 NIGHTS PER WEEK. LESSEE SHALL (A) OBTAIN AND OPERATE THE PREMISES UNDER A TYPE 48 ABC APPROVED LIQUOR LICENSE FOR ON-SITE SALE OF FULL BAR ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES, (B) PROVIDE LIVE MUSIC ENTERTAINMENT AT THE PREMISES NO LESS THAN 4 TIMES PER WEEK, AND BE PERMITTED TO (C) HOST PRIVATE EVENTS AT THE PREMISES, AND (D) ENGAGE IN THE ANCILLARY SALE OF MERCHANDISE (E.G., T-SHIRTS AND HATS SPECIFICALLY DISPLAYING THE TRADE NAME) at the Premises ("Permitted Use"). (See Section 6)

**1.7 Minimum Business Hours:** ("Minimum Business Hours") shall be NO LESS THAN SIX (6) HOURS PER DAY WITH A MINIMUM OF TWO (2) HOURS EACH DAY BEING AFTER 7PM . (See Sections 2.6 and 6.4(a))

**1.8 Term; Commencement Date; Expiration Date:** The initial term (the "Initial Term") of the Lease shall be for a period of TEN (10) YEARS AND EIGHT (8) MONTHS, commencing on the first day of the month during which "TENDER OF POSSESSION" of the Premises (SPECIFICALLY UNIT 100 "I") by Lessor to Lessee occurs (the "Commencement Date") (See Section 3.2), and ending at 5pm on the day (the "Expiration Date") that is TEN (10) YEARS AND EIGHT (8) MONTHS after the Commencement Date.

*Redondo Landing - On The Pier*

Lessee's Initials: DRC BRR JPS  
Lessor's Initials: RDR \_\_\_\_\_

**1.9 Option(s) to Extend the Term:** Lessee shall have the following **ONE (1)** option(s) (the "Option" or the **Options**") to extend the Term, as set forth below (See Sections 3.4 and Addendum Section 65):

Option Number	Length of Option ("Option Period")	Minimum Monthly Rent at Commencement of Option Period(s)	Subsequent Rent Adjustments during Option Period(s)
<u>1</u>	<u>5 YEARS</u>	<u>FAIR MARKET RENT</u>	<u>FIVE (5%) ANNUAL INCREASES</u>

**1.10 Minimum Monthly Rent,** increased as follows (See Sections 4.1 and 4.3, and Addendum Section 57). **Minimum Monthly Rent shall be increased by 150% in the event that Lessee exercises "Lessee's Exclusive Expansion Right" to expand into Unit "J".** (See Addendum Section 66)

Lease Year	Lease Month	Adjustment Date	New Minimum Monthly Rent per Square Foot	New Minimum Monthly Rent
<u>1 &amp; 2</u>	<u>1-20</u>	<u>1<sup>ST</sup> DAY OF THE MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8 and Addendum Section 57)</i>	<u>\$1.00</u>	<u>\$4,000.00</u>
<u>2 &amp; 3</u>	<u>21-32</u>	<u>1<sup>ST</sup> DAY OF THE 21<sup>ST</sup> MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8)</i>	<u>\$1.10</u>	<u>\$4,400.00</u>
<u>3 &amp; 4</u>	<u>33-44</u>	<u>1<sup>ST</sup> DAY OF THE 33<sup>RD</sup> MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8)</i>	<u>\$1.20</u>	<u>\$4,800.00</u>
<u>4 &amp; 5</u>	<u>45-56</u>	<u>1<sup>ST</sup> DAY OF THE 45<sup>TH</sup> MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8)</i>	<u>\$1.30</u>	<u>\$5,200.00</u>
<u>5 &amp; 6</u>	<u>57-68</u>	<u>1<sup>ST</sup> DAY OF THE 57<sup>TH</sup> MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8)</i>	<u>\$1.40</u>	<u>\$5,600.00</u>
<u>6 &amp; 7</u>	<u>69-80</u>	<u>CONTINUED ON NEXT PAGE</u> <u>1<sup>ST</sup> DAY OF THE 69<sup>TH</sup> MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8)</i>	<u>\$1.50</u>	<u>\$6,000.00</u>

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Lessee's Initials: DRC BRR JPS  
 Lessor's Initials: RDR

<u>7 &amp; 8</u>	<u>81-92</u>	<u>1<sup>ST</sup> DAY OF THE 81<sup>ST</sup> MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8)</i>	<u>\$1.60</u>	<u>\$6,400.00</u>
<u>8 &amp; 9</u>	<u>93-104</u>	<u>1<sup>ST</sup> DAY OF THE 93<sup>RD</sup> MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8)</i>	<u>\$1.70</u>	<u>\$6,800.00</u>
<u>9 &amp; 10</u>	<u>105-116</u>	<u>1<sup>ST</sup> DAY OF THE 105<sup>TH</sup> MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8)</i>	<u>\$1.80</u>	<u>\$7,200.00</u>
<u>10 &amp; 11</u>	<u>117-128</u>	<u>1<sup>ST</sup> DAY OF THE 117<sup>TH</sup> MONTH AFTER THE COMMENCEMENT DATE</u> <i>(See Section 1.8)</i>	<u>\$1.90</u>	<u>\$7,600.00</u>

1.11 Advance Minimum Monthly Rent and Estimated Monthly CAM Expenses Paid Upon Lease Execution: NINE THOUSAND FIVE HUNDRED NINETY-FIVE AND 0/100 DOLLARS (\$9,595.00) payable for the following period(s): \$4,000.00 FOR THE MINIMUM MONTHLY RENT DUE FOR THE 9<sup>TH</sup> MONTH AFTER THE LEASE COMMENCEMENT DATE HAS BEEN ESTABLISHED; AND \$5,595.00 FOR THE ESTIMATED MONTHLY AMOUNT OF LESSEE'S SHARE OF CAM EXPENSES OF DUE FOR THE 9<sup>TH</sup> MONTH AFTER THE LEASE COMMENCEMENT DATE HAS BEEN ESTABLISHED. (See Sections 4.1 and 4.2).

1.12 Percentage Rent for Lessor: WAIVED BY LESSOR.

1.13 Percentage Rent for City of Redondo Beach: TWELVE PERCENT (12%) OF ALL MINIMUM MONTHLY RENT PAYABLE UNDER THIS LEASE (See Section 4.4).

1.14 Security Deposit: NINETEEN THOUSAND ONE-HUNDRED NINETY AND 0/100 DOLLARS (\$19,190.00), TO BE INCREASED WHENEVER THE MINIMUM MONTHLY RENT INCREASES UNDER THE LEASE SO THAT AT ALL TIMES LESSEE'S SECURITY DEPOSIT IS EQUAL TO TWO (2) TIMES THE THEN CURRENT MINIMUM MONTHLY RENT AND ESTIMATED MONTHLY AMOUNT PAYABLE BY LESSEE FOR LESSEE'S SHARE OF CAM EXPENSES. (See Sections 4.1, 4.2 and 5, and Addendum Section 66)

1.15 Lessee's Share of CAM Expenses: TWELVE AND 482/1000 PERCENT (12.482% FOR UNIT "I"; TO BE INCREASED TO THIRTY-ONE AND 206/1000 PERCENT (31.206%) IN THE EVENT THAT LESSEE EFFECTIVELY EXERCISES "LESSEE'S EXCLUSIVE EXPANSION RIGHT" TO EXPAND INTO UNIT "J" UNDER ADDENDUM SECTION 66. (See Section 4.2 and Addendum Section 66).

1.16 Amount of Liability Insurance Lessee Is Required to Obtain: Not less than THREE MILLION DOLLARS (\$3,000,000) per occurrence with an aggregate of not less than THREE MILLION DOLLARS (\$3,000,000) (See Section 8.1).

1.17 Architectural Review Fee: WAIVED BY LESSOR (See Exhibit 3).

1.18 Real Estate Brokers entitled to a commission (See Section 15):

**Redondo Landing - On The Pier**

Lessee's Initials: DRS BRR JPS  
Lessor's Initials: RDR

- (a) **Lessee's Broker** (if any): ASPIRE REALTY ADVISORS, INC.
- (b) **Lessor's Broker** (if any): ASPIRE REALTY ADVISORS, INC.

**1.19 Lessee's Annual Advertising Commitment:** ONE PERCENT (1%) of Lessee's revenue generated at the Premises (See Section 6.7).

**1.20 Notice Addresses:**

**To Lessor:** ROBERT D. RESNICK – RDR PROPERTIES, LLC  
C/O PROPERTY MANAGEMENT ASSOCIATES, INC.  
6011 BRISTOL PARKWAY  
CULVER CITY CA 90230  
ATTN: THOMAS SPEAR  
WITH A COPY TO  
PATRICK LACEY

**To Lessee:** SOUTH BAY LIVE, LLC  
100" I" FISHERMAN'S WHARF  
REDONDO BEACH CA 90277

**1.21 Radius Restriction:** FIVE (5) MILES from the Project (PROJECT BARLEY ON THE REDONDO BEACH INTERNATIONAL BOARDWALK IS EXEMPTED FROM THE RADIUS RESTRICTION) (See Section 4.4(e)).

**1.22 Tenant Improvements Completion Date:** 3 MONTHS AFTER "TENDER OF POSSESSION".

**1.23 Lessee's Minimum Tenant Improvement Expenditure:** \$100,000.00 (See Exhibit 3).

**1.24 Addenda and Exhibits:** Attached hereto and fully incorporated herein by reference are the following documents which constitute a part of this Lease:

- ADDENDUM: SECTIONS 57 THROUGH 74
- EXHIBIT 1: MAP OF PREMISES
- EXHIBIT 2: RULES AND REGULATIONS
- EXHIBIT 3: TENANT IMPROVEMENTS
- EXHIBIT 4: PROHIBITED USES
- EXHIBIT 5: APPROVED MENU AND MERCHANDISE ITEMS
- EXHIBIT 6: GUARANTY OF LEASE
- EXHIBIT 7: CITY OF REDONDO BEACH ADDENDUM TO SUBLEASE

**2. PREMISES; PARKING; COMMON AREAS.**

**2.1 Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for the Term and upon the terms and conditions set forth in this Lease, the Premises identified in Section 1.4 and Exhibit 1 hereto. The Premises shall be deemed for all purposes of this Lease to contain the approximate square feet set forth in Section 1.4 without, and regardless of, any further measurement. The Premises, the Building, and the

**Redondo Landing – On The Pier**

Lessee's Initials: DRS BRR JPS

Lessor's Initials: RDR \_\_\_\_\_

Common Areas are located on the Redondo Beach Pier ("Pier"), and together with the land upon which the same are located, which land is further described as Lot B of Tract 5322, as recorded in Map Book 56, Pages 91 and 92, and along with all other improvements thereon, are herein collectively referred to as the "Project" or the "Redondo Landing." Other than as expressly permitted in this Lease, Lessee will have no rights to the use of the roof, exterior walls, and air, water, and land rights above or below the Premises, the Building(s), and the Project.

**2.2 Vehicle Parking.** Lessor offers no space for vehicle parking, and Lessor makes no warranties, representations, or promises as to the availability or cost of any parking or vehicle access for Lessee's employees, agents, suppliers, shippers, invitees, guests, or business patrons.

**2.3 Common Areas — Definition.** The term "Common Areas" is defined as all areas, facilities, equipment, and improvements outside the Premises and other leased tenant spaces in the Project, which are within the boundaries of Project, and that are designated by Lessor, from time to time, for the general non-exclusive use of Lessor, Lessee, other occupants of the Project, and/or members of the public. Common Areas shall include, but not be limited to, common entrances, corridors, sidewalks, walkways, paving, patios, stairways and stairwells, airshafts, elevators, restrooms, loading and unloading areas, trash areas, roadways, parkways, ramps, driveways, decorative walls and finishes, landscaped areas, aquascaped areas, areas underneath the Project, decorative and boundary walls and service and storage areas. Common Areas shall exclude areas reserved for the exclusive use of any individual tenant in the Project.

**2.4 Common Areas — Use by Lessee; Rules and Regulations.** Lessee shall have the right to use, on a non-exclusive basis, those Common Areas designated by Lessor, but Lessee shall have no rights to alter or modify, or display, store, or sell merchandise, goods, or any other property of Lessee's in, any area outside the Premises, and Lessee agrees to follow and be bound by the rules and regulations ("Rules and Regulations") attached hereto as Exhibit 2, as they may be modified by Lessor, in its sole discretion, from time to time, and to cause Lessee's employees, agents, suppliers, shippers, customers, and invitees also to follow and conform to the Rules and Regulations. Lessor, or such other person(s) as Lessor may appoint, shall have the exclusive control and management of the Common Areas and the right, from time to time, to modify and enforce the Rules and Regulations. Lessor shall not be liable to Lessee for the non-compliance of the Rules and Regulations by any third parties, including, but not limited to, other tenants of or visitors to the Project.

**2.5 Common Areas and Project Changes.** Lessor shall have the right to make such changes and alterations to the Project and the Common Areas, from time to time, as Lessor deems desirable in Lessor's sole and absolute discretion, including, without limitation, the right to:

(a) **Change the location, size, shape, number, appearance, or operation** of the Common Areas or any part thereof, and to designate other land and improvements inside or outside the boundaries of the Project to be part of the Common Areas;

(b) **Use the Common Areas** while engaged in maintenance or in making additional improvements, repairs or alterations to the Project, and temporarily close or restrict access to any of the Common Areas for purposes of maintenance, repairs, and improvement so long as reasonable access to the Premises remains available;

(c) **Construct, eliminate, modify or alter any buildings** or other improvements within the Project, including, but not limited to, modifying or altering the facades, storefronts, entrances and dimensions of any buildings within the Project, changing the number of floors in any buildings within the Project, constructing or eliminating any pedestrian areas within the Project, converting any open-air pedestrian areas to enclosed pedestrian areas and vice versa, and constructing buildings and other improvements within any portions of the Project now or hereafter designated as Common Area; and

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Lessee's Initials:   
Lessor's Initials: 

(d) **Modify or alter any other aspects of the Project**, including, without limitation, store dimensions, store entrances (including the entrance to the Premises), and the identity, number and type of any other stores and occupants in the Project (including the merchandise or services to be sold or provided by any such occupants). Lessor shall also have the right to place or permit the placement of kiosks, sales carts, seating and tables, whether fixed or portable, at any location within the Common Areas.

**2.6 Outdoor Areas.** Any outdoor patio, walkway, or other outdoor area(s) in the Project expressly designated as part of the Premises on Exhibit 1 hereto ("**Outdoor Areas**") shall constitute a portion of the Premises and Lessee shall retain exclusive use of the Outdoor Areas for purposes of this Lease subject to Lessee's full compliance with each of the following terms and conditions: (a) Lessee shall, during the Term, continuously use, occupy, and operate the Permitted Use in the entirety of the Outdoor Areas during all Minimum Business Hours (except for days of inclement weather, such as rain, or excessive wind or cold temperatures), (b) if the Permitted Use is for restaurant or other food or beverage purposes, the Outdoor Areas shall be used solely for the seating of (and, if a full-service restaurant, providing tableside service to) patrons at tables and/or chairs located in the Outdoor Areas, (c) Lessee's use and occupancy of the Outdoor Areas shall be in strict compliance with all terms and conditions of this Lease, (d) the Outdoor Areas shall not be used for the storage of any unused property, delivery boxes or crates, or trash that is not hidden from view, and (e) emergency pedestrian traffic to and from all other areas of the Project through and around the Outdoor Areas shall not be impeded by Lessee's use or occupancy of the Outdoor Areas. In the event that Lessee is in Default of any of the terms and conditions of this Lease regarding the use and occupancy of the Outdoor Areas, then Lessor may, upon ten days (10) written notice to Lessee, remove the Outdoor Areas from the Premises, for all purposes under this Lease, in which event (aa) Lessee shall cease all use and occupancy of the Outdoor Areas, (bb) vacate and remove all of its property from the entirety of the Outdoor Areas, and (cc) Lessor shall be free to use or permit the use of the Outdoor Areas (or any part of them) for any purpose Lessor determines in its sole discretion, including, but not limited to, converting the Outdoor Areas into Common Areas, allowing another tenant to use and occupy same, or closing the Outdoor Areas off from any use.

**3. TERM.**

**3.1 Term.** The Initial Term and Commencement Date of this Lease shall be as specified in Section 1.8 of the Basic Lease Provisions. It is expressly acknowledged and agreed by the Parties that this Lease, and the terms and provisions hereof, are binding in all respects when executed and delivered by the Parties, notwithstanding that the Initial Term may not commence and certain obligations, including the obligation to pay Rent, may not accrue until a later time. "**Term**" shall refer to the Initial Term together with any Option Period(s) granted to Lessee in Section 1.9 of the Basic Lease Provisions that are effectively exercised by Lessee under the terms and conditions of this Lease.

**3.2 Tender of Possession.** Lessor shall tender possession of the Premises to Lessee ("**Tender of Possession**") as soon as reasonably practicable, but in no event later than ten (10) days, after all "Contingencies", including, but not limited to, approval of this Lease by the City of Redondo Beach, have been fully satisfied or waived by Lessee (See *Addendum Section 64*). Tender of Possession shall be deemed made when Lessor has notified Lessee that the "Contingencies" have been satisfied and Lessor has offered Lessee reasonable access to occupy the Premises.

(a) **Delays in Tender of Possession.** If for any reason, Lessor cannot tender possession of the Premises to Lessee pursuant to this Section 3.2, then Lessor shall have no liability to Lessee therefor, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the Term hereof, but in such case, subject to Section 3.2(b), Lessee shall not be obligated to pay Rent under the terms of this Lease, except as may be otherwise provided herein, until the Tender of Possession is made by Lessor.

(b) **Delays Caused by Lessee, Its Agents, Employees, or Contractors.** There shall be no abatement of Rent or extension of the Commencement Date to the extent any delay in the Tender of Possession is directly or indirectly caused, in whole or in part, by (i) acts or omissions of Lessee, its agents,

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Lessee's Initials:   
Lessor's Initials: 

employees or contractors, including, but not limited to, Lessee's failure to provide Lessor with evidence acceptable to Lessor that all insurance required of Lessee under the Lease has been obtained and is in full force and effect, (ii) the inability or failure of Lessee to obtain any entitlements, building permits, business licenses, or other government approvals, or otherwise to comply with any Restrictions or obtain any insurance required hereunder, or (iii) any delays in the construction of any Tenant Improvements (as defined in Exhibit 3).

**3.3 Early Possession.** In the event Lessor grants Lessee early possession to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all provisions of this Lease and such occupancy shall not change the Expiration Date.

**3.4 Option(s) to Extend.** Lessor hereby grants to Lessee the number of Option(s), if any, to extend the Term of this Lease, each for the respective Option Period and subject to the applicable adjustment of Minimum Monthly Rent or other Rent, as set forth in Section 1.9 of the Basic Lease Provisions. If validly exercised, the first Option Period shall commence when the Initial Term set forth in Section 1.8 of the Basic Lease Provisions expires and each subsequent Option Period shall commence when the immediately prior Option Period (if validly exercised) expires. Lessee's rights and power to exercise each Option is hereby expressly made subject to Lessee's full compliance with and timely satisfaction of each and all of the following conditions precedent, and upon the first failure of any of the conditions precedent, such Option and all remaining Options granted hereunder shall automatically expire, terminate, and be of no force and effect:

(a) **Written exercise of the Option** has been delivered by Lessee to Lessor in compliance with all of the requirements of Section 23, on a date which is at least six (6) months and not more than nine (9) months prior to the date that the particular Option Period is set to commence;

(b) **No Default** by Lessee exists, and Lessee has not committed or failed to perform an act which with the passage of time would lead to a Default, from the date the notice of exercise of the Option is delivered by Lessee, through and including the day the subject Option Period is to commence;

(c) **Lessee has cured any Default** of any of the terms and conditions of the Lease that may have occurred at any time during the Term, in strict accordance with the terms and conditions of this Lease, before it became an Uncured Default; and

(d) **No material adverse change in the financial condition** of Lessee or any Guarantor shall have occurred, nor a material decrease in the revenue generated by Lessee at the Premises, over the two (2) years immediately preceding the day the subject Option Period is to commence.

Except as expressly modified in this Lease, all of the terms and conditions of this Lease shall apply and remain in full force and effect during all Option Periods.

**3.5 Lease Year.** The term "**Lease Year**," as used herein, means each of the consecutive twelve (12) calendar month periods during the Term, beginning on the first day of the calendar month in which the Commencement Date occurs. The last Lease Year may be for a period less than twelve (12) full calendar months.

**4. RENT.**

**4.1 Minimum Monthly Rent.** Lessee shall pay to Lessor the Minimum Monthly Rent for the Premises set forth in Sections 1.9 and 1.10 of the Basic Lease Provisions, increased as provided in Section 4.3 below. Minimum Monthly Rent shall be payable to Lessor in advance, on or before the first day of every month, in lawful money of the United States, at the notice address stated for Lessor in Section 1.20 of the Basic Lease Provisions or to such other persons and/or places as Lessor may designate in writing from time to time. Minimum Monthly Rent for any period during the Term which is for less than one month shall be prorated based upon a thirty (30) day month. Lessee shall pay Lessor upon execution of this Lease the Advance Minimum Monthly Rent described in Section 1.11 of the Basic Lease Provisions.

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Lessee's Initials:   
Lessor's Initials: 

**4.2 CAM Expenses.** This is a NET-NET-NET Lease, meaning that except as expressly otherwise stated in this Lease, all of Lessor's financial obligations created by the ownership, management, maintenance, and operation of the Project shall be included in the definition of CAM Expenses. Lessee shall pay to Lessor during each calendar year of the Term, in addition to the Minimum Monthly Rent and all other Rent due, Lessee's Share (as defined below) of all CAM Expenses (as defined below), in accordance with the following provisions:

(a) "Lessee's Share" shall be the percentage set forth in Section 1.15 of the Basic Lease Provisions, which percentage has been determined by dividing the approximate gross rentable square feet of the Premises by the approximate total gross rentable square feet in the Project. It is understood and agreed that all square feet and percentage figures set forth in the Lease are approximations which Lessor and Lessee agree are reasonable and have been accepted by the Parties, and such designated gross rentable square feet figures shall not be subject to revision except in connection with an actual physical change in the size of the Premises or an actual physical change in the size of the total rentable area in the Project. If for any reason a particular item of CAM Expenses was incurred on account of or solely benefits Lessee, then Lessor may, in Lessor's sole and absolute discretion, bill the entirety of such CAM Expense to Lessee and Lessee shall pay such bill within ten (10) days of receipt.

(b) "CAM Expenses" are defined, for purposes of this Lease, to include all costs incurred by Lessor in the ownership, operation, maintenance, repair, replacement, and improvement of the Project, in Lessor's sole discretion, including, but not limited to, those related to: (i) maintaining the Project in a neat, clean, safe, and good order and condition, including but not limited to (aa) the Common Areas, including but not limited to, any surfaces, coverings, decorative items, photos, directories, public information kiosks, digital displays, signage, floors coverings, windows, doors, drapes and window coverings, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, aquascaped areas, paving, striping, decorative and boundary walls, bumpers, irrigation systems, sewer and storm drains (located in the Common Areas, whether serving the Common Areas or any premises occupied by tenants or occupants of the Project), lighting facilities, building structure, building exteriors and roofs, fences and gates; and (bb) installing, maintaining, repairing, and replacing heating, air conditioning, water, sewer, gas, electrical, and other utility lines and systems, life safety equipment, elevator systems, fixtures, communication, other equipment, directories, and fire detection and sprinkler systems; (ii) trash disposal, janitorial and security services; (iii) any other service provided by Lessor that is elsewhere in this Lease stated, or determined by Lessor, to be a CAM Expense; (iv) the liability and property insurance policies to be maintained by Lessor under Section 8 hereof, including the cost of the premiums and any deductible portion of an insured loss; (v) Real Property Taxes (as defined in Section 10 of this Lease) paid or to be paid by Lessor; (vi) water, sewer, gas, electricity, and other public utilities and services provided to the Common Areas and/or more than one tenant or occupant of the Project; (vii) labor, salaries and applicable fringe benefits and costs, materials, supplies, and tools used in maintaining, repairing, cleaning, and/or providing any other service to the Project; (viii) an accounting and management fee equal to six percent (6%) of the aggregate of (aa) the scheduled Minimum Monthly Rent for all occupied and vacant units in the Project and (bb) Percentage Rent (including Percentage Rent for Lessor and Percentage Rent for City of Redondo Beach) due from all tenants, licensees, and other occupants in the Project; (ix) replacing, adding, removing, and/or modifying any improvements in the Project which is mandated by any governmental agency such as the City of Redondo Beach and the Los Angeles County Health Department; (x) costs of accounting, legal, architectural, engineering, design, merchandising, and other professional fees incurred in connection with the Project, including, but not limited to, for the purpose of reviewing individual tenant requests; (xi) reserves, in amounts determined by Lessor in its sole discretion, from time to time, for CAM Expenses and capital expenditures; (xii) Promotional Program charges incurred pursuant to Section 6.6 of this Lease; and (xiii) periodic contributions by Lessor to any special funds that Lessor is required to contribute to or maintain, under applicable Restrictions or the Ground Lease.

(c) **No Double Billing.** CAM Expenses shall not include (i) any expenses paid directly to third parties by a tenant of the Project which are not reimbursable to the tenant by Lessor, or (ii) any expenses for which Lessor has otherwise been wholly reimbursed by a third party (including another tenant of the Project).

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(d) **Billing; Estimated Payments.** Lessee's Share of CAM Expenses shall be payable by Lessee within ten (10) days after a statement of actual expenses is presented to Lessee by Lessor. At Lessor's sole election, however, an amount may be estimated by Lessor from time to time of Lessee's Share of annual CAM Expenses, and the estimated amount shall be payable in monthly, quarterly, or such other increments, on such dates as Lessor shall designate during each calendar year of the Term of this Lease.

(e) **Annual Statements.** In the event that Lessee pays Lessor for Lessee's Share of estimated CAM Expenses, Lessor shall endeavor to deliver to Lessee within one hundred twenty (120) days after the expiration of each calendar year a statement ("**Annual Statement**") showing Lessee's Share of the actual CAM Expenses incurred during the preceding year, and a reconciliation of such actual amount due with the estimated payments actually made by Lessee for the same calendar year. The failure by Lessor to timely deliver such Annual Statement shall not constitute a waiver of Lessor's right to collect CAM Expenses from Lessee. If said Annual Statement reflects that Lessee's payments under this Section 4.2(e) for said prior calendar year (i) exceeded the actual amount of Lessee's Share as indicated on said Annual Statement, then Lessee shall be entitled to credit the amount of such overpayment against Lessee's Share of CAM Expenses next falling due, or (ii) were less than the actual amount of Lessee's Share as indicated on said Annual Statement, then Lessee shall pay to Lessor the amount of the deficiency within ten (10) days after delivery by Lessor to Lessee of the Annual Statement. The Annual Statement for the full or partial calendar year during which the Term expires or this Lease is earlier terminated may be delivered after such expiration or earlier termination of the Lease, and upon Lessee's receipt Lessor and Lessee shall promptly adjust between them by appropriate cash payment any balance due to either Party.

(f) **No Imposed Obligations.** The itemization, estimation, billing, collection, and/or reconciliation of CAM Expenses or any other sums payable by Lessee to Lessor under this Lease shall not be deemed to impose any obligation upon Lessor, directly or in directly, either to make available any specific improvements or facilities or to provide any specific services to Lessee or to the Project unless Lessor has expressly agreed elsewhere in this Lease to provide them.

(g) **Corrections.** In the event that Lessor later discovers an omission or error on a previously submitted CAM Expense itemization, billing, or reconciliation (including any Annual Statement), for the current or any prior year, then Lessor shall have the right to correct and resubmit such CAM Expense itemization, billing, or reconciliation (including any Annual Statement) previously presented to Lessee.

**4.3 Minimum Monthly Rent Increases.**

(a) **Fixed Adjustments.** At the commencement of every Lease Year, beginning with the second Lease Year ("**Adjustment Date**"), the Minimum Monthly Rent payable under Section 4.1 of this Lease shall be adjusted by the amount of the Fixed Adjustment Amount (if any) set forth in Sections 1.10 and 1.9 of the Basic Lease Provisions.

**4.4 Percentage Rent.**

(a) **Calculation and Payment.** During the Term, Lessee shall report and pay Percentage Rent for City of Redondo Beach ("**Percentage Rent**") to Lessor, for each 12 month period from July 1 to June 30 of the following year (or such other 12 month period as Lessor may designate from time to time), as follows: (i) monthly installments of Percentage Rent for City of Redondo Beach calculated by multiplying the percent specified in Section 1.13 of the Basic Lease Provisions by the Minimum Monthly Rent payable by Lessee under Section 4.1 of this Lease. No payment of Percentage Rent or any other Rent hereunder, nor shall any other provision of this Lease, shall be construed for any purpose to create a partnership or joint venture of any kind by or between Lessor and Lessee, or make either Party responsible for the debts and losses of the other, and in no event shall payment of Percentage Rent be considered to be made in lieu of, as a deduction or offset against, or in satisfaction of any other Rent or of any other sum due under this Lease. Percentage Rent for City of Redondo Beach shall be due

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and payable by Lessee to Lessor on or before the tenth (10th) day of each calendar month based upon the Minimum Monthly Rent payable for the immediately preceding calendar month.

**(b) Intentionally Omitted.**

**(c) Monthly Reporting.** Within ten (10) days after the end of each calendar month during the Term of this Lease, Lessee shall deliver to Lessor (i) a monthly statement of Lessee's total gross revenue generated at the Premises, including, but not limited to ticket sales, bar sales, and all other sales or revenue, (ii) a **"Monthly Statement of Percentage Rent"**, in the format prescribed by Lessor from time to time, at a minimum itemizing (a) the Minimum Monthly Rent that was actually received by Lessor for the immediately preceding calendar month, and (b) the Percentage Rent that Lessee is required to pay hereunder (as stated in Section 1.13), and (iii) a check payable to Lessor in the amount due to Lessor for the entire amounts of Percentage Rent due as set forth on said Monthly Statement of Percentage Rent. Each Monthly Statement of Percentage Rent shall be signed by Lessee if Lessee is composed of individuals, by a responsible officer of Lessee if Lessee is a corporation, by the managing partner of Lessee if Lessee is a partnership, or by the manager of Lessee if Lessee is a limited liability company (each, an **"Authorized Individual"**). (example: If Lessee paid Minimum Monthly Rent for the month of January in the amount of \$100, then \$12 of Percentage Rent would be payable by Lessee under the Lease, by the 10<sup>th</sup> day of the next month (February).

**(d) Definitions of Representatives and Affiliates.** **"Representatives"** as used in this Lease means the officers, directors, shareholders, managers, staff, employees, members, principals, Affiliates, partners, independent contractors, attorneys, accountants, brokers, agents, consultants, and representatives of the referenced Party or other entity, and the predecessors, heirs, successors and assigns of all such persons or entities. **"Affiliates"** as used in this Lease means any person or entity, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with another person or entity, which, in the case of a partnership, shall include each of the general partners and managing partners thereof. The term **"control"**, as used in the immediately preceding sentence, means the possession, directly or indirectly, of the power to direct or cause the direction of the management, operations, or policies of the controlled person or entity.

**(e) Radius Restriction.** Lessee hereby acknowledges that Lessee's business reputation, intended use of the Premises, potential for payment of Percentage Rent, and ability to generate patronage of Lessee's business activities at the Premises and the Redondo Landing were all relied upon by Lessor and served as significant and material inducements contributing to Lessor's decision to execute this Lease with Lessee. In consideration thereof, regardless of whether or not Lessee is obligated to pay Percentage Rent under this Lease, Lessee hereby covenants and agrees that during the Term of this Lease, neither Lessee nor any Affiliates of Lessee, nor any shareholder or partner of Lessee, shall own, operate or have any financial interest in any business similar to or in potential competition with the business of Lessee, or which employs the same or similar trade name to the Trade Name, if the other business is located within the restricted area set forth in Section 1.21 of the Basic Lease Provisions. Without limiting Lessor's other available remedies, in the event Lessee should violate the covenant set forth under this Section 4.4(e), Lessor may, at Lessor's option, (i) terminate this Lease upon thirty (30) days' written notice to Lessee, (ii) enjoin the operation of such violative action, (iii) pursue any other remedy permitted under this Lease or applicable law.

**4.5 Definition of Rent; No Offset or Abatement.** All monetary obligations of Lessee under this Lease, including but not limited to, payment of Minimum Monthly Rent, Percentage Rent, Lessee's Share of CAM Expenses and any other amounts payable by Lessee to Lessor or the City of Redondo Beach, shall be deemed to be rent (**"Rent"**) due Lessor under this Lease, for all purposes, including, without limitation, California's Unlawful Detainer Statutes. Rent shall be paid without deduction, abatement, offset, prior notice or demand, except to the extent otherwise expressly provided in this Lease.

**4.6 Late Charges.** Lessee hereby acknowledges that late payment by Lessee of any Rent will cause Lessor to incur costs, the exact amount of which will be extremely difficult to ascertain. Such costs may include but are not limited to: attorney's fees and costs; staff, administrative, processing, accounting and collection costs,

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and late charges which may be imposed on Lessor by the terms of a mortgage or deed of trust securing Lessor's interest in the Project, or by any other vendor or creditor. Accordingly, if any Rent due hereunder shall not be received by Lessor or Lessor's designee within five (5) days after such Rent was due, with or without notice (which shall not be required) from Lessor, then Lessee shall pay to Lessor an additional ten percent (10%) of the amount of such Rent due ("**Late Charge**") as liquidated damages, it being agreed that such amount represents a reasonable estimate of the losses, costs and expenses (other than Lessor's foregone interest on the Rent due) that Lessor will suffer in such circumstances. Acceptance of the Rent without the Late Charge will not constitute a waiver of any Default by Lessee with respect to such overdue amount and/or nonpayment of the Late Charge by Lessee, nor prevent Lessor from exercising any other rights and remedies available under this Lease. Lessor's failure or delay to require or collect the Late Charge, in any one or more instances, shall not constitute a waiver of the right to collect any still unpaid or subsequent Late Charges. In addition to the Late Charge described above, interest shall accrue as provided in Section 19 on all Rent which is not paid when due or as otherwise expressly provided by the terms of this Lease.

**4.7 Cashier's Checks; Quarterly Payments.** In the event a Late Charge has become payable by Lessee and/or checks delivered by Lessee are not honored by Lessee's bank, on two (2) occasions during the Term, then in addition to payment of applicable Late Charges, Lessor's bank charges, and accrued interest, upon written notice from Lessor, Lessee shall (a) make all further payments of Rent due under the Lease by cashier's check, and (b) pay all Minimum Monthly Rent and estimated monthly CAM Expenses hereunder, in advance, on a quarterly basis on the first day of each quarter (i.e., January, April, July and October) rather than monthly, notwithstanding any provision of this Lease to the contrary.

**4.8 Application of Payments.** In the event Lessee is in arrears for payment of any Rent due or otherwise in Default under this Lease, then upon receipt by Lessor of any payment to fulfill any obligation of Lessee's under this Lease, Lessor shall have the right, in Lessor's sole discretion, to apply said payment received to any of Lessee's outstanding obligations hereunder, regardless of any notations on said payment or other statement of intent made by Lessee or any of Lessee's Representatives, and such application by Lessor shall be conclusively deemed to be the correct application for all purposes.

**5. SECURITY DEPOSIT.** Lessee shall deposit with Lessor, concurrently with the execution of this Lease, the security deposit set forth in Section 1.14 of the Basic Lease Provisions ("**Security Deposit**") as security for Lessee's faithful performance of Lessee's obligations hereunder. Whenever the Minimum Monthly Rent and/or estimated monthly payments of Lessee's Share of CAM Expenses due under this Lease increases, Lessee shall, at the time of such increase, deposit with Lessor such additional funds so that the total amount of the Security Deposit held by Lessor shall at all times bear the same proportion to Lessee's then payable Minimum Monthly Rent and estimated monthly payment of Lessee's Share of CAM Expenses as the original Security Deposit set forth in Section 1.14 did to the amount of Advance Minimum Monthly Rent and Estimated Monthly CAM Expenses paid (as set forth in Section 1.11 of the Basic Lease Provisions); provided, however, that if there is(are) a fixed increase(s) in the Security Deposit provided in Section 1.14 of the Basic Lease Provisions, said fixed increase(s) shall control. If Lessee fails to pay any Rent as and when due hereunder, or any other Default exists with respect to any provision of this Lease, Lessor may use, apply, or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, cost, expense, loss, or damage (including attorneys' fees and costs) which Lessor may suffer or incur by reason of such Default. If Lessor so uses or applies all or any portion of the Security Deposit, Lessee shall, within ten (10) days after written demand therefore, deposit additional cash with Lessor in an amount sufficient to restore the Security Deposit to the full amount then required of Lessee under this Lease. Lessor shall not be required to segregate or otherwise keep the Security Deposit separate from its general accounts. After expiration of the Term or earlier termination of this Lease, and provided Lessee has vacated the Premises and is not otherwise in Default under this Lease, then the Security Deposit or so much of it as has not been applied by Lessor, shall be returned to Lessee, without payment of interest or other increment for its use (or to the last Transferee, as required of Lessor in the most recent Transfer Documents). No trust relationship is created herein between Lessor and Lessee, and no fiduciary obligations are imposed upon Lessor hereunder, with respect to the Security Deposit. Lessee shall not mortgage, assign, transfer or encumber the Security Deposit, and any attempt by Lessee or any Transferee to do so shall be null and void

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and shall not be binding upon Lessor. The Security Deposit may be transferred or assigned by Lessor to any purchaser of, lender for, or assignee of Lessor's interest in the Project, and thereupon, Lessor shall be discharged and released, from any liability to Lessee with reference to the Security Deposit. Lessee waives its rights, if any, under California Civil Code Section 1950.7 or any other similar or successor statute governing security deposits.

**6. PERMITTED USE.** Lessee shall not use or allow the use of the Premises for any purpose or purposes other than the Permitted Use set forth in Section 1.6, nor shall Lessee conduct or allow to be conducted any business at the Premises under any trade name other than the Trade Name set forth in Section 1.2 of the Basic Lease Provisions, without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion.

**6.1 Compliance with Permits; Licenses; Laws.** Lessee, at Lessee's sole expense, shall promptly obtain, maintain in full force and effect, and comply with all provisions of, throughout the Term, all licenses, permits, and approvals required for Lessee's Permitted Use, any Alterations (as defined in Section 7.3), conduct of any business or other activities at, and occupancy of the Premises. Lessee warrants, represents, and agrees that, during the Term, (a) the Premises and each portion thereof, and Lessee's conduct of its business at or from the Premises, shall fully comply with all Governmental Requirements (as defined in Section 6.2 below), and Lessee shall, at its sole cost and expense, take such steps as may be required from time to time, to maintain such compliance, (b) neither the Premises nor any portion thereof shall be improved, used or occupied in violation of any Governmental Requirements, and (c) Lessee shall comply in all respects, and not permit any act to be done or any condition to exist on the Premises or any part thereof or any article to be brought or stored at the Premises which does not comply, in all respects, with all Governmental Requirements or is dangerous or which may make void or voidable any insurance of Lessee's or Lessor's. Lessee shall pay when and as due all license fees, permit fees and charges of a similar nature for the conduct by Lessee or any subtenant of any business or undertaking authorized hereunder to be conducted in the Premises.

**6.2 Definition of Governmental Requirements.** "Governmental Requirements" as used in this Lease means and includes any and all licenses, permits, laws, statutes, official policies, ordinances (including, without limitation zoning ordinances), codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of any governmental entity, agency or political subdivision, whether in effect on the Effective Date or subsequently issued, passed, or adopted, whether or not they constitute a change in policy from that existing as of the Effective Date, and that apply to the Premises, the Building, the Project, or the use of and operation of Lessee's business operations therein. Governmental Requirements shall include, but not be limited to, all protocols, safety precautions, requirements, and restrictions related to the the Americans with Disabilities Act and the Covid-19 pandemic and any other epidemic, pandemic, or health crisis.

**6.3 Condition of Premises; Restrictions; CASp.** Except as may otherwise be expressly provided in this Lease, Lessee hereby accepts the Premises, the Building, and the Project (including all Common Areas) in their "as is" and "where is" condition existing as of the Effective Date. Lessee further acknowledges and agrees that Lessee's possession of the Premises shall be subject to all current and hereafter applicable Governmental Requirements governing and regulating the Premises, the Building and/or the Project, and any easements (including without limitation aviation easements), liens, deeds of trust, ground leases (including, without limitation, the Ground Lease), covenants, conditions, and restrictions now or hereafter of record (the foregoing, including the Governmental Requirements, are referred to, individually and collectively hereinafter, as "Restrictions"), and Lessee hereby agrees to comply with each of the foregoing Restrictions. Lessee acknowledges that it has satisfied itself by its own independent investigation that the Premises, the Building, and the Project are suitable and fit for Lessee's intended use, occupancy, and other purposes, including, but not limited to, the Permitted Use, and that neither Lessor nor any of Lessor's Representatives have made or will make any agreements, representations, or warranties as to (a) the present or future condition, suitability, or fitness of the Premises, the Building, the Project, or the surrounding area, for the conduct or profitability of Lessee's business, (b) the state of construction or repair of the Premises, the Building or any part of the Project (including all Common Areas), or (c) any agreement by Lessor to alter, remodel, improve, repair, decorate or paint the Premises. Without limiting the foregoing, Lessor reserves to itself the right, from time to time, to grant or allow, in Lessor's sole and absolute

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discretion, such easements, licenses, rights, dedications, and/or other tenancies in the Project that Lessor deems necessary or desirable, and/or to cause the recordation of parcel maps and/or covenants, conditions and restrictions, and Lessee shall, within ten (10) days after Lessor's request, execute and deliver to Lessor any documents Lessor may reasonably require in connection therewith. In the event Lessee fails to timely execute and deliver such documents, such failure shall constitute a material Default of this Lease by Lessee without the need for further notice to Lessee. Lessee's acceptance of Lessor's Tender of Possession of the Premises shall constitute Lessee's conclusive acknowledgement and agreement, for any purpose, that at that time, the Premises are in the condition called for by this Lease, that Lessor has performed all work required of it (if any) with respect to the Premises and the Project, and that the Premises are in good and acceptable condition and repair.

**CASp.** Pursuant to California Civil Code Section 1938, Lessor hereby certifies to Lessee that, as of the Effective Date of the Lease, the Premises has not undergone inspection by a "Certified Access Specialist." The following disclosure is included because the Premises has not been issued a disability access inspection certificate as described in California Civil Code Section 55.53(e):

"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."

**6.4 Lessee's Operation of Business.**

**(a) Continuous Operations.** Lessee shall, continuously during the entire Term and any extensions and/or renewals thereof, conduct and carry on Lessee's business in the entirety of the Premises, keep the entire Premises open for business, and cause Lessee's business to be conducted therein, without interruption, during the Minimum Business Hours specified in Section 1.7 of the Basic Lease Provisions; provided, however, that this provision shall not apply for periods of up to sixty (60) days during which the Premises are closed and the business of Lessee is temporarily discontinued on account of Lessee's performance of (i) repairs or improvements to the Premises necessitated by material damage or destruction to the Premises, or (ii) Tenant Improvements or Alterations to the Premises for which Lessee has obtained Lessor's written approval and all required permits and approvals from all applicable government agencies.

**(b) Merchandise; Menu.** Lessee shall not, without Lessor' prior written consent, which Lessor shall not unreasonably withhold, display or offer for sale or lease to the public, in any manner, directory or indirectly, from or about the Premises, any item of food (cooked or uncooked) or beverages, or retail goods, wares, or merchandise not included in the list of approved items on Exhibit 5 hereto. Subject to the preceding sentence, Lessee shall at all times, stock, display attractively, and offer for sale or lease (as the case may be) to the public, in the Premises, a stock of seasonable goods, wares, and merchandise of such size, character, and quality appropriate to a first-class business operation of the Permitted Use, designed to produce the maximum amount of revenue from the Premises.

**(c) Auctions; Sales.** Lessee shall not (i) advertise or conduct any auction, distress, fire, bankruptcy, liquidation, relocation, or going out of business sale; (ii) warehouse or stock in the Premises any goods, wares or merchandise other than those offered for sale in the Premises; or (iii) use or permit the use of the Premises for the sale or display or pornography or sexually explicit materials, drugs or drug-oriented paraphernalia, weapons or explosives, or any other goods and/or services which, in the sole discretion of Lessor, are inconsistent with the image of a community or family oriented Project.

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(d) **Waste; Nuisances.** Lessee shall not use or permit the Premises to be used in any manner which may result in waste or the creation of a nuisance, and Lessee shall maintain the Premises free of any objectionable noises, odors, sights, or disturbances. Lessee shall fully comply with all health, fire, and police regulations and shall not use or permit the use of the Premises for any purpose or in any manner which may constitute a violation of any Restrictions. Lessee shall not perform any act which may damage or injure the Premises, the Building, or the Project (including without limitation the Common Areas), or which would be likely to disrupt any other Project occupant's business operations or sales, or any visitors or invitees at the Project.

(e) **Supervision.** Lessee shall cause the Premises and the business of Lessee conducted therein, to be personally supervised in all respects, at all times, by competent personnel who have legal capacity and power to act on behalf of Lessee. Lessee shall not engage in or display, or permit any activity or display, at the Premises, which may in any way tend to deteriorate the reputation of the Project, of any lessee of the Project, or of the Pier or surrounding pier area.

(f) **Obstructions; Windows.** Lessee shall not keep or display any merchandise or property in, or otherwise obstruct any part of, the Common Areas, including, without limitation, the sidewalks or areaways adjacent to the Premises. Lessee shall keep the display windows in the Premises well lighted from dusk to such time as Lessor may reasonably require from time to time, but in any event at least until the final time specified in the Minimum Business Hours set forth in Section 1.7 of the Basic Lease Provisions.

(g) **Prohibited Uses.** No portion of the Premises shall be used for (i) any of the prohibited uses set forth in Exhibit 4, or (ii) any use or purpose in violation of applicable Restrictions. In the event that the repeated and continued conduct by patrons of Lessee results in interference with the business of other occupants in the Project and Lessor receives two (2) or more complaints from any such other occupants, the City of Redondo Beach, or members of the public, Lessor may require that Lessee obtain special security, at Lessee's sole expense, to mitigate such interference, or at Lessor's sole discretion, Lessor may elect to obtain such special security and Lessee shall be responsible for reimbursing Lessor, on demand, for the entire cost thereof including interest at the interest rate established pursuant to Section 19 of this Lease from the date incurred by Lessor until paid by Lessee. Lessee shall not install equipment or carry any stock or goods or do anything in or about the Premises which will increase the cost of insurance to be carried by Lessor hereunder and Lessee shall be solely responsible for payment of the entire amount of any such increased cost to Lessor, within ten (10) days after receipt of an invoice from Lessor, with interest at the interest rate established pursuant to Section 19 of this Lease from the date incurred by Lessor until paid by Lessee. The listing of the foregoing prohibited uses is in no way intended to limit Lessee's obligation to obtain Lessor's prior express consent to any proposed change in the Permitted Use.

**6.5 Lessee Mix.** Lessor reserves the absolute right to affect such other occupancies and to approve such other menus and merchandise lists in the Project as Lessor, in its sole discretion, shall determine. Lessee has not and shall not rely on the fact that, nor does Lessor make any representation regarding, any specific occupant or type or number of occupants of any space in or conducting any particular business operations at the Project.

**6.6 Joint Promotional Program.** Lessor shall have the right, but not the obligation, to create, maintain, join, participate in, contribute to, and/or manage one or more fund(s) (individually and collectively, a "Promotional Program") for the advertising, marketing, special events, and promotion (individually and collectively, "Promotional Activities") of the Pier and/or the Project. Under the terms of Section 4.2 hereof, Lessee's Share of CAM Expenses shall include Lessee's Share of the Project's total annual budget of the Promotional Program, which total annual budget shall not exceed two percent (2%) of the combined gross sales of all occupants of the Project, as reported by such other occupants, for the prior calendar year. Lessor, at its sole discretion, from time to time, may (a) organize, reorganize, create or modify the entity, goals, and Promotional Activities, of the Promotional Program, (b) elect to operate the Promotional Program independently or together with businesses and/or organizations whether or not they are affiliated with the Project (including, but not limited to, other businesses, leaseholds, and/or organizations on the Pier, in the harbor area, in the City of Redondo

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Beach, or other regional groups, trade organizations, etc.), and (c) modify the formula for Lessee’s annual charges to the Promotional Program, so long as they do not exceed the maximum set forth in this Section 6.6. As of the Effective Date, the Redondo Pier Association is designated as the Promotional Program.

**6.7 Lessee Advertising.** In addition to Lessee’s contribution to the Promotional Program, as set forth in Section 6.6 above, Lessee shall plan and carry out Lessee’s own independent advertising, marketing, and promotional activities (“**Lessee’s Marketing Program**”), including, but not limited to, (a) the development and up to date maintenance of a web site dedicated to marketing and promoting Lessee’s business at the Premises, and (b) development and placement of advertisements in local newspapers and magazines, digital and social media, direct mailings and/or television. All of Lessee’s advertisements and promotional materials shall prominently identify the location of Lessee’s business at the Premises as “At the Redondo Landing – On the Pier”, its location on the Redondo Beach Historical Pier, and where appropriate the Redondo Landing’s logo. Nothing herein shall be deemed to grant any use or ownership rights to Lessee or any other party of Lessor’s ownership rights in or to the name, logo, or image of the Redondo Landing, other than the limited rights to use same in Lessee’s Marketing Program. Upon request by Lessor, Lessee shall provide Lessor with a written report of Lessee’s Marketing Program, together with links to Lessee’s web site and a copy of each published advertisement. If there is an amount entered into Section 1.19 of the Basic Lease Provisions, then this amount shall be the minimum budget Lessee agrees to spend every calendar year on Lessee’s Marketing Program.

**6.8 Storefront Window Displays; Merchandising.** If Lessee is a retail merchant with storefront windows, then Lessee agrees to maintain first class storefront window displays and in-store merchandising and shelving, and to modify and update the storefront window displays, at a minimum, four (4) times per year during the Term (i.e., every January 15, June 15, September 15, and November 15), and at any time upon two (2) weeks notice from Lessor. Unless Lessor elects, in its sole discretion, to provide these services to the Premises as a CAM expense, Lessee also agrees to wash all storefronts and windows in the Premises no less than once per week if on the Pier level of the Building and no less than once per month if on the upper level of the Building.

**6.9 Verification of Lease Compliance.** Upon three (3) days notice from Lessor, Lessee shall produce and deliver to Lessor all verifiable evidence in Lessee’s possession or accessible by Lessee, of Lessee’s compliance with any of Lessee’s obligations under this Lease (e.g., service and maintenance contracts).

**7. MAINTENANCE; REPAIRS; ALTERATIONS; TENANT IMPROVEMENTS.**

**7.1 Lessor's Obligations.** Subject to the provisions of Sections 4.2 (CAM Expenses), 6 (Permitted Use), 7.2 (Lessee's Obligations), 7.3 (Alterations and Additions), and 9 (Damage or Destruction), and also subject to Lessor’s reimbursement as a part of CAM Expenses, Lessor shall be responsible for repairs to the exterior walls, foundation, and roof of the Premises. However, Lessor shall in no event be obligated to paint, repair, maintain, or replace (a) the interior surfaces and decorative treatments of any exterior walls, (b) any windows, doors, surfaces, storefronts, plate glass, or any utility lines (wherever located) constituting a part of or exclusively serving the Premises, (c) Lessee’s rooftop equipment, and (d) any other item which is the responsibility of Lessee under Section 7.2 below. Lessor shall have no obligation to commence repairs under this Section 7.1 until thirty (30) days after receipt of written notice from Lessee of the need for such repairs. Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor’s expense or to terminate this Lease because of Lessor’s failure to keep the Premises, the Building, or the Project in good order, condition, or repair. Lessor shall not, under any circumstances, regardless of negligence, fault, or cause, be liable to Lessee and Lessee agrees to hold Lessor completely free and harmless from all claims, damages or losses of any kind or nature, by reason of Lessor’s failure to make any repairs required of Lessor under this Section 7.1 or to furnish any Common Area services, including, without limitation, any Losses and Liabilities (aa) related to Lessee’s Tenant Improvements, products, inventory, furniture, fixtures, equipment or personal property; (bb) respecting any injury to any person; and (cc) respecting any interruption of business operations, including, without limitation, any loss of profits or additional operating expenses such as increased expenses and/or additional employee related costs incurred by Lessee. Lessor’s sole obligation under this Section 7.1 shall be to make any repairs expressly required of Lessor. Lessor’s obligations under this Section 7.1

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shall not include any damage caused by any negligent or intentional act or omission of Lessee, or any assignee, subtenant, licensee, or concessionaire of Lessee or any Lessee's Representative, or any of their respective employees, contractors, agents, suppliers, shippers, customers, or invitees, in which event Lessee shall be solely responsible to repair the damage at Lessee's sole expense,

**7.2 Lessee's Obligations.**

**(a) Repair and Maintenance of the Premises.** At all times during the Term of this Lease, Lessee, at Lessee's sole expense, shall keep in good and first class order, condition and repair the Premises and every part thereof, including any Outdoor Areas (and for purposes of the obligations imposed on Lessee under this Section 7, the term Premises shall also include any other parts of the Project which Lessee has used or to which Lessee has exclusive rights to use), whether or not the damaged areas or items are within the Premises or the means of repairing the same are reasonably or readily visible or accessible to Lessee, including, without limiting the generality of the foregoing, all: (i) plumbing (water, sewage, and gas), heating, ventilating and air conditioning lines and systems, (ii) electrical and lighting facilities (including among other things, all lines, panels, meters, and parts), (iii) furniture, fixtures, and equipment within or servicing the Premises or belonging to Lessee, (iv) interior walls and interior surfaces of (and decorative features installed by Lessee on either side of) any exterior walls, (v) ceilings, windows, doors, storefronts, plate glass, eaves, soffits, patios, walkways, landscaping, and fences within or part of, or exclusively serving, the Premises, and (vi) Lessee's interior and exterior signage, branding elements, and decor. Outdoor Areas, if any, shall be kept by Lessee in a clean and first-class condition and, among other things, Lessee shall have the floor surface of the Outdoor Areas steam cleaned (if concrete, tile, paver, or other similar hardscape finish) not less than twice each month. Lessee shall procure and maintain, at Lessee's expense, a monthly heating, ventilating and air conditioning system preventive maintenance contract for any mechanical equipment and systems serving the Premises, and Lessee shall furnish Lessor a copy of such service contract within five (5) days of execution. Lessor reserves the right to procure, repair, and replace the ventilating and air conditioning system, including the preventative maintenance contract, and if Lessor so elects, Lessee shall reimburse Lessor upon demand for the entire cost thereof. Except in case of an emergency, prior to Lessee's making any repair costing in excess of One Thousand Dollars (\$1,000.00), Lessee shall give Lessor written notice of the nature of such work and when it will be performed, and Lessor shall have the right to approve or disapprove of the plans for such repair.

**(b) Trash; Storage.** Lessee shall store all trash, garbage, grease disposal containers, maintenance equipment, supplies, and other personal property within the Premises or in such other areas as Lessor may designate from time to time, and Lessee shall keep the Premises, Outdoor Areas and the Project, including, but not limited to Common Areas, free and clear of Lessee's rubbish, debris, equipment, supplies, property, and litter at all times. Lessee shall provide proper containers for trash and garbage, which containers shall be located so as not to be visible to members of the public and Lessee shall arrange for regular removal thereof at Lessee's expense and shall not permit the same to create or otherwise permit to be created, any odors or health or fire hazards.

**(c) Pest Control.** If Lessee maintains, stores, or serves, any perishable food or beverages at the Premises for any purpose, Lessee shall hire the services of a licensed pest control operator (approved by Lessor), for service on a regular basis and in no event less than twice each month, and shall use its best and most diligent efforts to maintain the Premises completely free and clear of any pests and rodents. In the event there are any visible signs or reports of the presence of insects or rodents, then additional pest control treatment may be required by Lessor, in its sole discretion, to eliminate them and/or prevent them from spreading or relocating.

**7.3 Alterations and Additions; Tenant Improvements; Liens.**

**(a) Lessor Approval.** Lessee shall not, without Lessor's prior written approval, apply for a building permit, make or install any alterations, improvements, additions or Utility Installations (as defined below in Section 7.4), or paint or affix any exterior signage or décor (individually and collectively, "**Alterations**") in, at, or upon the Premises, the Common Areas, or any other part of the Project. Any request to Lessor for approval of

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proposed Lessee signage shall be made in accordance with the requirements set forth in Section 31 of this Lease. Lessor shall not be required to review Lessee's request to make any Alterations or to grant its consent to such request during any period of time in which Lessee is in Default of any of the terms of this Lease. In connection with a request by Lessee for approval to make Alterations, Lessor, at Lessee's expense, may confer with consultants and may also submit to such consultants for review any of the plans, specifications, and renderings submitted to Lessor by Lessee, and Lessee agrees to pay Lessor, as additional Rent, the cost of such consultation and review within five (5) days after receipt of invoices from Lessor. If Lessor shall give its consent to Lessee's proposed Alterations, such consent shall be deemed conditioned upon Lessee (i) obtaining and fully complying with all Restrictions, including, but not limited to, obtaining all required permits and inspections, and (ii) performing the Alterations in a prompt, expeditious, first class manner without unreasonably interfering with other occupants, visitors, and invitees to the Pier. If Lessee fails to submit plans and specifications as required herein prior to initiating any Alterations, initiates any Alterations without the prior approval of Lessor, or if the performance of any Alterations is not in accordance with the plans and specifications as approved by Lessor or any applicable Restrictions, then, in addition to Lessor's other remedies, Lessor may require immediate removal of any or all such Alterations and restoration of the Premises to their prior condition.

**(b) Architectural Master Plan.** Lessee understands and agrees that there exists an overall architectural design and master plan created and maintained by Lessor for the Project and by the City of Redondo Beach for the Pier. At all times Lessee shall endeavor to preserve the continuity and consistency of, and coordinate its designs with, the overall architectural design and master plan of the Project and the Pier. Any Alterations to the Premises that Lessee presents to Lessor for approval, shall include proposed detailed plans and elevations, material specifications, and color renderings.

**(c) Liens; Encumbrances.** Lessee shall keep the Premises, the Building, the Project, Lessee's leasehold interest, and all other furniture, fixtures, equipment, and improvements now or hereafter located on the Premises, free and clear of all encumbrances, attachments, liens (and claims of liens) for labor, services, materials, supplies, or equipment performed on or furnished to the Premises. Lessee shall (i) promptly pay and discharge, or cause the Premises and the Project to be released from, any such lien or claim of lien, or, (ii) if Lessee decides to contest a lien, then furnish Lessor (in form satisfactory to Lessor, in its sole and absolute discretion) such bond as may be required by law to free the Premises and the Project from the effect of such lien and to protect and secure Lessor against any claims for Lessor to pay such lien(s). Should Lessee fail to pay and discharge, or cause the Premises or the Project to be released from any such lien or claim of lien, or to provide a bond or other assurance as permitted hereunder, no later than the earliest to occur of (i) twenty (20) days after Lessee's first becoming aware of such lien or claim of lien, (ii) twenty (20) days after service on Lessee by Lessor of a request to do so, or (iii) immediately upon the lien claimant commencing foreclosure of its lien, Lessor may pay, adjust, compromise, and discharge any such lien or claim of lien on such terms and in such manner and amount as Lessor may deem appropriate, in Lessor's sole and absolute discretion, and Lessee shall, on demand, reimburse Lessor for the full amount so paid by Lessor, including any attorneys' fees and costs and other costs incurred by Lessor, together with interest thereon at the interest rate established pursuant to Section 19 of this Lease from the date incurred by Lessor until the date reimbursed by Lessee.

**(d) Additional Requirements.** Lessee's rights to perform any Alterations, repairs, replacements or maintenance at, in, or to the Premises, including Lessee's Tenant Improvements, shall be subject to the following additional requirements: (i) such Alterations, repairs, replacements or maintenance may only be performed (a) by licensed and bonded contractors, (b) after all insurance certificates required hereunder have been provided to Lessor, (c) under the supervision of a competent architect and a licensed structural engineer (if any structural work is to be performed), and (d) in a first class, good, and workmanlike manner and only with materials of the highest quality that are designated by the manufacturer(s) as well suited for marine environments, (ii) Lessee shall give Lessor at least ten (10) days written notice prior to the commencement of any work, specifying the start date, so Lessor can record and post a Notice of Non-Responsibility, (iii) all equipment and material shall be located, and the construction conducted, at all times, in a manner which does not impair the access to the premises of any other tenant in the Project, (iv) Lessee shall use best efforts and best practices to avoid the dispersion of construction dust, noise, and fumes into the Common Areas and the premises of other tenants of

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the Project and shall cause the work areas to be cleaned on a daily basis; (v) if required by Lessor or the City, Lessee shall, at its sole cost and expense, erect a temporary security fence surrounding the construction areas; (vi) Lessee shall be responsible for any damage to the Premises, the Building, the Project or other property of Lessor or third parties caused by Lessee's construction work; (vii) Lessor shall have the right to record and post on the Premises Notices of Non-Responsibility, and (viii) within five (5) days after substantial completion of the work, Lessee shall file or record in the office of the Los Angeles County Recorder, post upon the Premises (as required or permitted by law), and provide a copy to Lessor, of a Notice of Completion. In the event Lessee has not properly recorded and delivered to Lessor a copy of the recorded Notice of Completion within five (5) days after substantial completion of the work, Lessor may (but shall not be obligated to) record said Notice of Completion on Lessee's behalf and Lessee hereby appoints Lessor as Lessee's agent with full authority to prepare and record any such Notice of Completion; provided, however, that in no event shall Lessor assume any liability whatsoever under Lessee's contract(s) for the work or otherwise. At Lessor's request, Lessee shall post a payment bond and/or a performance bond, or other form of cash or security, acceptable to Lessor, in its sole discretion, in the amount of one hundred twenty-five percent (125%) of the cost of any work, assuring Lessor of lien free completion in accordance with approved plans and specifications and the requirements under this Lease.

**(e) Initial Tenant Improvements.** Subject to all consents, approvals, and other requirements set forth in this Section 7, as a material inducement to Lessor to enter into this Lease with Lessee, Lessee agrees that it will, at its own expense immediately after the Tender of Possession, commence construction of all Tenant Improvements set forth in Exhibit 3 hereto.

**(f) As-Built Plans.** Within thirty (30) days of the completion of any Alterations, and for the initial Tenant Improvements prior to Lessee's opening for business at the Premises, Lessee, at Lessee's sole expense, shall provide Lessor with as-built plans and specifications for all Alterations made to the Premises.

**7.4 Utility Installations.** Lessor reserves the right to make or install or grant permission to third parties (including, but not limited to, other occupants of the Project) to make or install new or additional, or to repair, modify, and replace Utility Installations throughout the Project, the Common Areas, and/or the Premises. In connection therewith, Lessee shall provide Lessor or any other Lessor designated party full access to all areas within the Premises (including, without limitation, surfaces of and spaces inside walls, behind furniture, fixtures, or equipment, and on or above any ceiling (suspended or not) or floor of the Premises). Such Utility Installations shall not materially interfere with Lessee's use of the Premises and any damage caused to the Premises shall be repaired by Lessor or its designated third parties. As used in this Section 7.4 and elsewhere in this Lease, the term "**Utility Installation**" shall mean and include, without limitation, any power panels, electrical distribution systems, lighting fixtures, heating, ventilation, and air conditioning systems, plumbing, roof penetrations, air lines, meters, and electrical, digital, cable, satellite, telephone, communication, security, and fire protection and detection systems, conduit, wiring and components.

**8. INSURANCE; INDEMNITY.**

**8.1 Liability Insurance — Lessee.** At all times from and after the Effective Date (and in any event prior to taking possession of the Premises) and throughout the Term, Lessee shall maintain, at Lessee's sole cost, an occurrence based policy of comprehensive commercial general liability insurance with broad form coverage endorsement (including a broad form property damage endorsement) insuring against claims and liability for, among other things: (a) personal injury, (b) loss of life, and (c) damage to property, arising from the use, occupancy or condition of the Premises (including any Outdoor Areas, other areas of the Project, and any abutting public rights-of-way) and any acts or omission of Lessee and Lessee's Representatives, visitors, and invitees, which insurance shall provide combined single limit protection of at least the amount set forth in Section 1.16 of the Basic Lease Provisions, per occurrence, for bodily injury or death to one or more persons and/or damage to property. If the operation of Lessee's business includes the sale of alcoholic beverages, the policy of commercial general liability insurance required pursuant to this Section 8.1 shall include coverage for employer's liability, host liquor liability, legal liquor liability and so called "Dram Shop" liability coverage with a combined single limit of not less than the limits per occurrence stated in Section 1.16 of the Basic Lease Provisions. Lessee shall also carry

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Employer's Liability Insurance with minimum limits of One Million Dollars (\$1,000,000). Lessee's commercial general liability insurance shall include the following endorsements: (a) deleting any employee exclusion on personal injury coverage, (b) including coverage for injuries to or caused by employees, (c) providing for blanket contractual liability coverage (including the indemnity obligations of Lessee under this Lease, including specifically, but without limitation, the indemnity obligations under Section 8.7 of this Lease), broad form property damage coverage, products completed operations, and owner's protective and personal injury coverage, and (d) providing for coverage of including owned, non-owned, and hired automobile(s), with liability limits of not less than Two Million Dollars (\$2,000,000) combined single limit for each accident for bodily injury and property damage combined. On the fifth (5th) anniversary of the Effective Date and every five (5) years thereafter, the above prescribed minimum coverages shall be increased, upon the request of Lessor, to levels reasonably satisfactory to Lessor.

**8.2 Liability Insurance— Lessor.** Lessor shall obtain and keep in force during the Term a policy of Combined Single Limit Bodily Injury and Broad Form Property Damage Insurance, plus coverage against such other risks as Lessor, Lessor's lenders, and the City of Redondo Beach reasonably deem advisable from time to time, in their sole discretion, insuring Lessor, but not Lessee, against liability arising out of the ownership use, occupancy or maintenance of the Project in an amount not less than \$3,000,000.00 per occurrence.

**8.3 Property Insurance— Lessee.**

**(a) Builder's Risk; Worker's Compensation Insurance.** Before commencement of any of Lessee's Tenant Improvements or Alterations costing more than Fifty Thousand Dollars (\$50,000.00), Lessee shall procure or cause to be procured, and shall maintain in force until completion and acceptance of Lessee's Tenant Improvements or Alterations, (i) "all physical loss" builder's risk insurance, including coverage for vandalism and malicious mischief, in a form and amount and with a company reasonably acceptable to Lessor, and (ii) worker's compensation insurance as required by all applicable Restrictions covering all persons employed in connection with such work on the Premises with respect to whom death or bodily injury claims could be asserted against Lessee, Lessor, or the Premises, including employer's liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence, and any insurance required by any employee benefits acts or other statutes applicable where the work is to be performed. The builder's risk insurance shall in no event be less than one hundred percent (100%) of the full replacement cost of Lessee's Tenant Improvements or Alterations, as applicable, and shall cover improvements in place and all material and equipment at the job site furnished under contract, and shall protect Lessor as well as Lessee, Lessee's contractors and subcontractors for, from and against any and all Losses and Liabilities for any property damage and for death of or injury to any person by reason of the construction of Lessee's Tenant Improvements or Alterations, as applicable. In addition, upon substantial completion of Lessee's Tenant Improvements and throughout the Term, Lessee shall procure and maintain worker's compensation insurance as required by applicable Restrictions covering all persons employed in connection with Lessee's business operations in the Premises.

**(b) All Risk Insurance.** Lessee shall obtain and keep in full force during the entire Term, at Lessee's sole expense, for the benefit of Lessee and Lessor, with coverage at not less than the full replacement cost thereof, a policy of all risk insurance insuring (i) all of Lessee's Tenant Improvements, Alterations, Utility Installations, and betterments to the Premises (including, without limitation, any Outdoor Areas), (ii) all of Lessee's signage, furniture, fixtures, equipment, merchandise, and other tangible personal property located in or at the Premises (including, without limitation, any Outdoor Areas), and (iii) loss of income and extra expense coverage in amounts as will reimburse Lessee for direct and indirect loss of earnings attributable to all customary perils and loss of access to the Premises as a result of such perils. Such insurance shall provide protection against any peril included within the generally accepted classification of "all risk", including without limitation, coverage against direct physical loss from fire, theft, burglary, structural collapse, flooding, sprinkler damage, vandalism, malicious mischief, earthquake sprinkler leakage, and plate glass breakage. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated pursuant to the provisions of Section 9 hereof, in which case all proceeds shall be the property of, and payable directly to, Lessor except for those proceeds paid exclusively as compensation for Lessee's removable furniture, trade fixtures, and equipment.

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**8.4 Property Insurance— Lessor.** Lessor shall obtain and keep in force, during the Term, a policy or policies of insurance covering loss or damage to the Project improvements, but not Lessee's personal property, furniture, fixtures, equipment, or Alterations and Tenant Improvements, in an amount no less than ninety percent (90%) of the full replacement cost thereof, providing protection against all perils generally included within the classification of "all risk" and such other perils as Lessor deems advisable or may be required by a lender of Lessor's or the City of Redondo Beach. In addition, Lessor may obtain and keep in force, during the Term, a policy of rental value insurance covering a period of up to two years, with loss payable to Lessor or Lessor's designee. Lessee will not be named in any such policies carried by Lessor and shall have no right to any proceeds therefrom. The policies required by Section 8.2 and this Section 8.4 shall contain such deductibles as Lessor shall determine in its sole discretion. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies carried by Lessor. Lessee shall pay the entirety of any increase in the property insurance premium for the Project over what it was immediately prior to the commencement of the Term if the increase is specified by Lessor's insurance carrier as being caused by the nature of Lessee's occupancy or any act or omission of Lessee.

**8.5 Insurance Policies.**

**(a) Policies; Certificates.** On or prior to the Effective Date, and as a condition to Lessor's Tender of Possession, Lessee shall deliver to Lessor complete copies of all policies of insurance (including all endorsements) required of Lessee under this Lease, along with certificates of insurance and all endorsements evidencing said insurance coverages. Lessee shall thereafter deliver to Lessor certificates of insurance and endorsements evidencing the insurance coverages required by this Section 8 upon renewal of any insurance policy and copies of the entire policy or policies, at Lessor's request. Lessee may provide any insurance required under this Lease by blanket insurance covering the Premises and any other location or locations, provided that the specific policy of blanket insurance proposed by Lessee provides the coverages required by this Lease, taking into account the other properties, persons and risks covered by such blanket policy. Lessee's policies of builder's risk and all risk insurance shall name Lessor the loss payee, and Lessee's policy of general liability insurance shall name Lessor, Lessor's lenders, the City of Redondo Beach, and any other persons designated by Lessor, as additional insureds. All of Lessee's policies shall have deductibility limits acceptable to Lessor, in its reasonable discretion. Lessor makes no representation or warranty to Lessee that the amount of insurance to be carried by Lessee under the terms of this Lease is adequate to fully protect Lessee's interests. If Lessee believes that the amount of any such insurance is insufficient, Lessee shall obtain, at its sole cost and expense, such additional insurance as Lessee may deem desirable or prudent. Lessee acknowledges that, in addition to the foregoing and not in substitution thereof, Lessee is required to maintain such insurance and name such additional insureds as may be required under the Restrictions (including, but not limited to, the Ground Lease) if and to the extent different than the insurance requirements otherwise provided in this Section 8.

**(b) Policy Form; Content; Insurer.** All insurance required to be carried by Lessee under this Lease shall be carried only with insurance companies licensed to do business in California with a current Best's Financial Rating of A+/XII or better (or in the event such rating is no longer available, then any comparable rating in a similar guide reasonably selected by Lessor) or otherwise acceptable to Lessor. All such policies required by the provisions of this Lease to be carried by Lessee shall be nonassessable and shall contain language to the effect that (i) any loss shall be payable to the other insureds notwithstanding any act or negligence of Lessor or Lessee that might otherwise result in a reduction or forfeiture of the insurance, (ii) the policies are primary and noncontributing with any insurance that may be carried by Lessor, (iii) the policies cannot be canceled or materially changed except after thirty (30) days' notice by the insurer to Lessor and the other loss payees and additional insureds on such policies, (iv) the policies shall contain a waiver of subrogation, and (v) Lessor shall not be liable for any premiums or assessments. In addition, all insurance required of Lessee hereunder, shall contain loss payable clauses satisfactory to Lessor.

**(c) Lessor Insurance.** Any insurance Lessor carries under this Lease, may be carried as a primary policy, a blanket policy, an umbrella policy, or in combination or conjunction with any other insurance policy carried by Lessor on this or any other property.

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**8.6 Waiver of Subrogation.** Lessor and Lessee each hereby waive any and all rights of recovery against the other and against their respective Representatives, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any property insurance policy which Lessee and Lessor may have in force at the time of such loss or damage. Lessee and Lessor shall, at the time of procuring the policies of insurance required under this Lease, give notice to the insurance carrier or carriers that the foregoing waiver of right of recovery is contained in this Lease, and each Party shall cause each insurance policy obtained by it to provide that the insurance company waives any right of recovery, by way of subrogation, against the other Party in connection with any damage covered by any policy of insurance.

**8.7 Indemnification.** Lessee shall, and hereby agrees, to indemnify, defend and hold harmless Lessor, the City of Redondo Beach, Lessor's lenders, and all of their respective Representatives (using attorneys satisfactory to each respectively) from and against any and all Losses and Liabilities resulting from the use, occupancy or enjoyment of the Premises and the Common Areas after the Effective Date. The above indemnification includes, without limitation, any Losses and Liabilities arising by reason of (i) the death or injury of any person, or damage to or destruction of any property, (ii) the occupancy of the Premises and/or conduct (including all acts and omissions) by Lessee, any Lessee Party, and their respective Representatives, (iii) any work performed in, at, or around the Premises, (iv) the failure by Lessee or any Lessee Party to perform or comply with any provision of this Lease or to comply with any Restriction, and (vi) the violation of any representation or warranty of Lessee set forth herein or of any Guarantor under any Guaranty. The obligations of Lessee under this Section 8.7 shall survive the expiration or earlier termination of this Lease. "Losses and Liabilities" as used herein means all liabilities, claims, losses, causes of action, charges, penalties, damages, costs, and expenses (including costs of investigation and attorneys' fees and costs), of every character, nature, and kind, whether to property or person, whether by direct or derivative action, and whether known or unknown, suspected or unsuspected, latent or patent. As used in this Lease, "Lessee's Party" means each of Lessee's agents, contractors, employees and invitees, any assignee of Lessee, any subtenant, licensee or concessionaire of Lessee or any such assignee, and each of their respective agents, contractors, employees and invitees.

**8.8 Exemption of Lessor from Liability.** Neither Lessor nor any of its Representatives shall be liable to Lessee, any subtenant, licensee, concessionaire, or any of their respective Representatives, invitees, licensees, or customers for any loss, damage or injury to the person, business (or any loss of income or profit therefrom), goods, wares, merchandise or other property, including, but not limited to, any such items belonging to Lessee, its employees, contractors, invitees, customers, and/or or any other person in or about the Premises, including, but not limited to any such loss, damage or injury caused by or resulting from: (i) fire, earthquake, flood, explosions, falling plaster, steam, electricity, gas, water, rain or snow which may leak or flow into, or otherwise damage, any part of the Premises; (ii) the breakage, leakage, obstruction or other defects or failures of pipes, sprinklers, wires, appliances, plumbing, air conditioning systems, lighting fixtures, or from the roof, Pier, or subsurface, and/or any damage caused by moisture or from any other cause whatsoever; (iii) conditions arising in or about the Premises or upon other portions of the Project, or from other sources or places; (iv) any repair, replacement, or restoration of the Premises or any part thereof or any improvement thereto which may be injured by use or by the elements (including but not limited to storms, wave damage or flooding), or the performance of any work by Lessor in or around the Premises, or on account of Lessor bringing or storing materials, supplies, and/or equipment into or through the Premises; or (v) any act or omission of any other occupant of the Project, of occupants of adjacent property, the public, or caused by operations in construction of any private, public or quasi-public work. Neither Lessor nor its Representatives shall be liable for such damage or injury even though the cause of or means of repairing same are not accessible to Lessee. Neither Lessor nor its Representatives shall be liable for any damages arising from any (a) failure by Lessor to enforce the provisions of any other lease in the Project, (b) loss or damage to any property of Lessee or others resulting directly or indirectly from any criminal act, including theft or otherwise, (c) failure by Lessor to obtain insurance required hereunder or such failure by any other occupant of the Project under their respective lease(s), (d) obstruction of Lessee's view, air, or light for any reason including by reason of any structure erected in the vicinity of the Premises, whether by Lessor or a third party, or (e) by the presence or absence of any other merchants or the conduct or lack of conduct of any other businesses, in the Project or on the Pier.

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**8.9 Risk Management.** Lessee agrees that it will not, at any time during the Term, do or permit anything to be done in, on or about the Premises, which will in any way tend to increase the insurance rates on the Premises, the Building, or the Project. Further, Lessee agrees to promptly and completely comply with any request made by Lessor or any of Lessor's insurance companies, for the management of insurable risks by Lessee on or about the Premises.

**8.10 No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease. The Parties acknowledge and agree that the required coverages specified herein are a minimum only, and each Party shall make its own determination if and by how much to augment these coverages for their own protection.

**9. DAMAGE OR DESTRUCTION.**

**9.1 Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, which requires Lessor's Casualty Repairs that Lessor reasonably estimates (i) can be completed within 12 months or less from the date of the damage or destruction, and (ii) the cost of which will not exceed a sum equal to 70% of the total Replacement Cost of the improvements on the Premises (other than Lessee's Alterations, Utility Installations, and trade fixtures) prior to the damage or destruction. Lessor shall notify Lessee in writing within 60 days from the date of the damage or destruction as to whether or not the damage is Premises Partial Damage or Premises Total Destruction.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, which requires Lessor's Casualty Repairs that Lessor reasonably estimates (i) cannot be completed within 12 months or less from the date of the damage or destruction, and/or (ii) the cost of which will exceed a sum equal to 70% of the total Replacement Cost to the improvements on the Premises (other than Lessee's Alterations, Utility Installations, and trade fixtures) prior to the damage or destruction.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, which requires Lessor's Casualty Repairs and was caused by an event required to be covered by the insurance described in Section 8 of this Lease, irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the total cost to repair or rebuild all improvements owned by Lessor, at the time of the casualty, to their condition existing immediately prior to the casualty, including, but not limited to, demolition, debris removal, and reconstruction (including any upgrading required by applicable Governmental Requirements), without deduction for depreciation.

(e) **"Mitigating Events"** shall mean the occurrence of one or more of the following events: (i) the insurance proceeds which are made available to Lessor are insufficient to cover the cost of Lessor's Casualty Repairs, including, without limitation, by reason of the ground lessor under the Ground Lease or any of Lessor's lender(s) not agreeing to release their interest(s) in the insurance proceeds for the purposes of allowing Lessor to use the proceeds to perform Lessor's Casualty Repairs, and/or (ii) Lessor is prohibited by applicable Governmental Requirements from performing Lessor's Casualty Repairs (i.e., repairing and restoring to their condition existing immediately prior to such damage or destruction).

(f) **"Lessee's Casualty Repairs"** shall mean Lessee's work to repair and restore all of Lessee's Alterations, Utility Installations, and trade fixtures, to their condition existing immediately prior to such damage or destruction.

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(g) "Lessor's Casualty Repairs" shall mean Lessor's work to repair and restore the portions of the Premises which are not required to be repaired and restored as a part of Lessee's Casualty Repairs, to their condition existing immediately prior to such damage or destruction.

**9.2 Premises Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall utilize the insurance proceeds made available to Lessor to perform Lessor's Casualty Repairs as soon as reasonably practicable, and this Lease shall continue in full force and effect; provided however, should Lessor reasonably conclude that any Mitigating Events have occurred, then Lessor shall have no obligation to fund the shortage in insurance proceeds made available to Lessor and/or to undertake Lessor's Casualty Repairs, and Lessor may elect (at Lessor's sole discretion), to send Lessee written notice ("Funding Request") of such shortage and request that Lessee fund the shortage. If Lessor elects to send a Funding Request to Lessee, and then receives (i) written confirmation from Lessee within 10 days of delivery of the Funding Request that Lessee will provide the requested funds, and (ii) Lessor in fact receives the requested funds from Lessee within 30 days of delivery of the Funding Request, then Lessor shall proceed to make Lessor's Casualty Repairs as soon as reasonably practicable and this Lease shall remain in full force and effect. If Lessor does not receive Lessee's written confirmation and/or the funds within the above time periods, then Lessor shall elect by written notice to Lessee, within 60 days after delivery of the Funding Request, to either (i) make such Lessor's Casualty Repairs as are commercially reasonable, with the insurance proceeds available to Lessor, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease effective 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to make any of Lessor's Casualty Repairs.

**9.3 Premises Partial Damage - Uninsured Loss.** If a Premises Partial Damage occurs that is not an Insured Loss, then Lessor shall elect by written notice to Lessee within 60 days of the occurrence of the Premises Partial Damage, to either: (i) proceed to make Lessor's Casualty Repairs as soon as reasonably practicable (subject to any reimbursements required from Lessee under the Lease) and this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving 30 days written notice to Lessee, which notice shall include the amount of the funds Lessor estimates will be required to pay for Lessor's Casualty Repairs ("Required Funds"). In the event Lessor elects to terminate this Lease, Lessee shall have the right, within 10 days after Lessor's delivery of its termination notice, to respond with written notice to Lessor of Lessee's agreement to provide the Required Funds, without reimbursement from Lessor. In such event, Lessee shall deliver the Required Funds to Lessor within 30 days of Lessor's delivery of its termination notice, this Lease shall continue in full force and effect, and Lessor shall proceed to make Lessor's Casualty Repairs as soon as reasonably possible after Lessor has received the Required Funds. If Lessee does not timely comply with the above requirements for notice and funding, then this Lease shall terminate as of the date specified in Lessor's termination notice. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to make any of Lessor's Casualty Repairs.

**9.4 Premises Total Destruction.** Notwithstanding any other provision of this Lease, either Lessor or Lessee shall have the right to terminate this Lease by giving the other Party written notice not more than 30 days after Lessor notifies Lessee that Lessor has reasonably determined that the damage is Premises Total Destruction.

**9.5 Damage Near End of Term.** Without limiting Lessor's other termination rights set forth in this Section 9, if at any time during the last 12 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may, within 30 days after the date of occurrence of such damage, deliver written notice to Lessee terminating this Lease effective 30 days following the date of delivery of such termination notice, which notice shall include the amount of the funds Lessor reasonably estimates are needed to pay for that portion of the repairs that are within Lessor's Casualty Repairs and which will not be covered by any applicable insurance ("Needed Funds"). Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease, then Lessee may cancel any such notice delivered by Lessor to terminate this Lease by, (a) exercising such option by delivery of written notice to Lessor within the earlier of (i) 20 days after Lessor's delivery of its termination notice, or (ii) the last date Lessee is otherwise permitted to exercise such option pursuant to this Lease, and (b) providing Lessor with the Needed

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1-15-12 Standard Lease Form  
100"J" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

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Funds within 30 days after Lessor's delivery of its termination notice. If Lessee timely delivers notice to Lessor exercising such option and timely provides Lessor with the Needed Funds, then Lessor shall make Lessor's Casualty Repairs as soon as reasonably practicable and this Lease shall continue in full force and effect. If Lessee fails to timely deliver notice to Lessor exercising such option and/or fails to timely provide the Needed Funds to Lessor, then this Lease shall terminate on the date specified in Lessor's termination notice.

**9.6 Lessee's Casualty Repairs.** At such time as Lessor notifies Lessee that Lessor's Casualty Repairs are completed to the extent necessary for Lessee to commence Lessee's Casualty Repairs, Lessee shall promptly commence Lessee's Casualty Repairs (which in any event shall be commenced within ninety (90) days after substantial completion of Lessor's Casualty Repairs) and diligently pursue them to completion. Unless prohibited by a Restriction (and then, only to the extent so prohibited), Lessee's Casualty Repairs, when completed, shall be at least equal in value and quality to the condition they were in immediately before the event giving rise to Lessee's Casualty Repairs. All of Lessee's Casualty Repairs shall comply with all requirements imposed with respect to construction activities by Lessee set forth in this Lease. Lessee shall continue the operation of Lessee's business activities at and from the Premises during any period of repair, whether such repair is performed by Lessor or Lessee, to the extent reasonably practicable from the standpoint of prudent business management.

**9.7 Abatement of Rent.** In the event of a casualty as described in this Section 9, the Minimum Monthly Rent and Lessee's Share of CAM Expenses payable hereunder shall be thereafter abated proportionately with the degree to which Lessee's use of the Premises is impaired from the time of the casualty causing the damage or destruction until Lessor's Casualty Repairs are substantially completed; provided, however, the amount of such abatement pursuant to this Section 9.7 shall in no event exceed the amount of rental loss insurance proceeds actually received by Lessor with respect to the Minimum Monthly Rent and Lessee's Share of CAM Expenses that would otherwise have been due from Lessee for such period. Except as expressly provided in this Section 9.7, Lessee shall not be entitled to any compensation from Lessor for loss of use of the whole or any part of the Premises, the Building or the Project as a result of any casualty or any related repair work.

**9.8 Lessee's Responsibility.** If a Premises Partial Damage or a Premises Total Destruction occurs and is attributable in whole or in part to the negligence or willful misconduct of Lessee or any of Lessee's Representatives, then, subject to any applicable waiver of subrogation provided in Section 8.6 of this Lease, Lessor shall have the right to recover damages from Lessee in connection therewith including, without limitation, the cost of any required repairs not covered or required to be covered by Lessor's insurance.

**9.9 Waiver.** Lessee hereby waives any statutory and common law rights of termination which may arise by reason of any partial or total damage or destruction of the Premises, the Building, or the Project.

**9.10 Termination.** Upon any termination of this Lease under any of the provisions of this Section 9, Lessor and Lessee each shall be released without further obligations to the other as of the later to occur of the date of such termination or the surrender of possession of the Premises to Lessor in the condition required by this Lease, except for items which have previously accrued and remain unpaid and except for any obligations of Lessee which otherwise survive the termination of this Lease. Notwithstanding anything which may be or appear to be to the contrary in this Lease, any and all property damage insurance proceeds (exclusive of any proceeds applicable to Lessee's personal property that would be retained by Lessee at the end of the Term) paid as a result of the damage or destruction giving rise to the termination shall be Lessor's property and shall distributed to and retained by Lessor.

**10. REAL PROPERTY TAXES.**

**10.1 Payment of Taxes.** Lessor shall pay the Real Property Taxes, as defined in Section 10.2, applicable to the Project subject to reimbursement by Lessee of Lessee's Share of Real Property Taxes in accordance with the provisions of Section 4.2.

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**10.2 Definition of Real Property Tax.** As used herein, the term "Real Property Taxes" shall include any form of real estate or real property taxes, assessment, excises, and/or levies, including any business, use, rental, or other business or other license fee, commercial rental tax, utility tax, improvement bond or bonds, sewer rents and tap-in or hook-up fees, water meter and water charges, excises, levies, license and permit fees, penalties, surcharges, charges for public utilities and all other charges of whatsoever kind and nature and whether any of the foregoing be general or special, ordinary or extraordinary, foreseen or unforeseen, imposed or required by any Federal, state, county, city or other governmental or quasi-governmental authority having jurisdiction over the Project, or any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof. The term Real Property Taxes shall also include any tax, fee, levy, assessment or charge (i) on Lessor's right to rental or other income from the Project or as against Lessor's business of leasing the Premises, (ii) in lieu, partially or totally, of any taxes or assessments assessed upon real property, in the area which includes the Project, prior to the Effective Date, (iii) which is imposed or increased as a result of a transfer, either partial or total, of Lessor's interest in the Project or which is added to a tax or charge hereinbefore included within the definition of Real Property Taxes by reason of such transfer, and/or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. Real Property Taxes shall also include all taxes and assessments (including without limitation all of the foregoing enumerated elements of Real Property Taxes) which are imposed upon Lessor pursuant to the Ground Lease including, without limitation, possessory interest taxes. Real Property Taxes shall not include any net income taxes, gift taxes, inheritance taxes and estate taxes of Lessor.

**10.3 Personal Property Taxes.**

**(a) Lessee's Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Lessee contained in the Premises or in any other way related to the Premises or this Lease.

**(b) Separate Billings.** Lessee shall cause all taxes, assessments, and levies upon Lessee's personal property to be assessed and billed separately from Lessor's taxes and cause such tax bill to be sent directly to Lessee, however, if any of Lessee's said personal property shall be assessed with Lessor's real or personal property, Lessee shall pay to Lessor the taxes attributable to Lessee within ten (10) days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

**10.4 Contests.** Lessor reserves the right to contest Real Property Taxes, and/or the valuation of the Project or the portion thereof which the Premises are a part and Lessee shall pay Lessee's Share of any costs and fees (including, without limitation, legal and consulting costs and fees) incurred as a result of Lessor's protest of Real Property Taxes and/or valuation of the Project or such portion thereof.

**11. UTILITIES.**

**11.1 Services Exclusive to Lessee.** Lessee shall pay directly to the utility provider, prior to delinquency, all charges for water, gas, power, telephone, data, trash disposal, fire sprinkler and smoke detector monitoring systems, and all other services and utilities used, rendered or supplied to and metered exclusively to the Premises, together with any surcharges and taxes thereon. If any such utilities are jointly metered to the Premises and service also provided to another Project tenant or Common Area, then Lessee shall pay Lessor, in addition to Lessee's Share of CAM Expenses, either: (a) the cost of the utility service provided to the Premises as measured by a submeter, or if no submeter, then (b) a reasonable estimate of the cost of the utility service provided to the Premises, as determined by Lessor in its sole and absolute discretion, and Lessor's sole determination thereof shall be conclusive.

**11.2 Excess Usage by Lessee.** Lessee shall not, without Lessor's prior written consent, make any connection to utilities except by or through the Premises' separately metered connections to such utilities. Lessee shall not install or use machinery or equipment in or about the Premises that requires utility capacity in excess of that provided to the Premises, or suffer or permit any act that would interfere with utilities or services provided to

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the Project. Lessee shall indemnify and hold Lessor harmless from all Losses and Liabilities in connection with a breach by Lessee of its obligations under this Section 11.2. Lessor may, in its sole discretion, at Lessee's sole expense, install supplemental equipment and/or separate metering or submetering applicable to Lessee's excess usage or loading and, if the cost to install same is incurred by Lessor, said entire cost shall be reimbursed by Lessee to Lessor within five (5) days after demand by Lessor.

**11.3 Interruptions.** Lessor shall not be liable in damages or otherwise, and Lessee shall not be entitled to terminate this Lease or to abate any Rent payments Lessee is required to make under this Lease, for any failure, interruption, stoppage, inadequacy, or discontinuance, for any reason whatsoever, of any utility service being furnished to the Premises or the Project.

**11.4 Installations.** Lessee undertakes and agrees that all connections from the Premises to meters or submeters, and all service lines for public utility installations and all distribution of such utility lines within the Premises shall be made and maintained at Lessee's sole cost and expense (including, without limitation, all connection fees charged by the utility or any other governmental agency in connection therewith), installation of same shall be subject to the prior written approval of Lessor, as set forth in this Lease. All such installations shall be run under the Pier, or in other locations specifically approved in writing by Lessor, and all wires, poles, pipes, conduits, or other facilities or materials shall be placed, laid on, or constructed in concealed locations whenever run on or above the surface of the Pier, whether through Common Areas, Utility Installations, or any areas inside the Premises. Lessor reserves the right to designate the method, routing, and the place for the introduction of said service lines into the interior of the Premises.

**12. TRANSFERS.**

**12.1 Lessor's Consent Required.** Lessee acknowledges that Lessor's agreement to lease the Premises to Lessee, at the Rent and upon the terms stated herein, is in material reliance upon Lessor's evaluation of Lessee's background, experience, ability, financial creditworthiness, and intended operations, as well as the nature of the Permitted Use of the Premises set forth herein. Lessee shall not do any act or sign any document attempting or purporting to make any sale, assignment, transfer, mortgage, encumbrance, subletting, grant, license, concession, conveyance, franchise, gift, divestiture, or any other transfer of all or any part of Lessee's rights, title, or interest in this Lease or in the Premises, (individually and collectively, a "Transfer") to any person or entity ("Transferee"), without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Lessee agrees that it shall be reasonable for Lessor to withhold or deny Lessor's consent to any proposed Transfer, if in Lessor's sole judgment: (a) the proposed Transfer will violate or be likely to lead to a violation of any of the terms and conditions of this Lease, (b) the proposed business operation of the Transferee will not be generally consistent with Lessor's goals for the Project, and/or will directly compete with or otherwise tend to diminish the gross sales of any other tenants in the Project, (c) the moral stability, character, reputation or financial history or condition of the proposed Transferee are not satisfactory to Lessor, (d) the proposed Transferee does not have, as of the date of the proposed Transfer, at a minimum, annual after tax cash flow, net worth and liquid assets, calculated in accordance with generally accepted accounting principles ("GAAP") and certified to be correct by said proposed Transferee, in amounts deemed by Lessor to be adequate and in any event, equal to or greater than (i) necessary to perform all of Lessee's obligations under the Lease (including, but not limited to, payment of all Rent and adequately staffing and continuously operating its business at the Premises), and (ii) those of Lessee as of the Effective Date or the date of the proposed Transfer, whichever is greater, (e) the proposed Transfer will likely result in a decrease in gross sales at the Premises, (f) the proposed Transferee does not have sufficient prior experience in owning and operating a business of the type proposed to be conducted in the Premises, (g) the proposed Transferee does not, as of the date of the proposed Transfer, own and operate at least two (2) other stores or restaurants, with the same Permitted Use as permitted under Section 1.6 hereof, (h) the proposed Transferee has failed to earn a profit during any of the last two (2) full fiscal years prior to, or the current fiscal year to date of, the proposed Transfer, (i) any of Lessor's lenders or the City of Redondo Beach has not, or is unlikely to, consent to such Transfer, or (j) from the time Lessee first requests Lessor's consent until the completion of the proposed Transfer, Lessee has been in Default under the Lease. If Lessee or any Guarantor is a corporation, limited liability company, unincorporated association or partnership (each a "Lessee Entity"), the

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following events shall each be deemed a Transfer hereunder: (aa) any single Transfer or cumulative Transfers of stock or ownership interest(s) in such Lessee Entity, during the Term, which would result in the majority owners (with an interest greater than 50%) prior to the Transfer(s) having less than a majority fifty-one percent (51%) ownership interest after the Transfer(s) (provided the foregoing shall not be applicable to a corporation which has its stock publicly traded on a national stock exchange), or (bb) any Transfer of the management or control of Lessee. If Lessee is an individual, in the event of Lessee's incapacity or death, Lessor shall have the option to terminate this Lease upon sixty (60) days' prior written notice to Lessee or to Lessee's legal representative (as the case may require), in which event neither Party shall have any further obligation or liability hereunder (except for items which have previously accrued and remain unpaid and except for any liability of Lessee (or Lessee's estate) which would normally survive the termination of the Lease), and Lessee shall have no further rights whatsoever with respect to the Premises. Notwithstanding the foregoing, in no event shall Lessee be permitted to mortgage, hypothecate, pledge, or otherwise encumber, for security purposes or otherwise, Lessee's leasehold interest created by this Lease.

**12.2 Attempted Consummation of Transfer Without Consent.** In the event of any attempted or purported Transfer without Lessor's prior written consent, or otherwise in violation of any Restrictions or the Lease, Lessor may, in addition to its other remedies, in its sole discretion, elect to deem such attempted or purported Transfer to be void and of no force or effect without the necessity of bringing an action to terminate this Lease to prevent such attempted or purported Transfer, or bring an action for the removal of such purported Transferee from the Premises and, in the event of such election by Lessor, such attempted or purported Transfer shall not confer any benefit or estate to the purported Transferee. Lessor's consent must be express and in writing and shall never under any circumstances be implied as to any Transfer, including based upon Lessor's acceptance of Rent, cooperation, conversation, or meeting with or from any third party. Lessor's written consent to any proposed Transfer shall be effective for no more than sixty (60) days and, if such Transfer is not consummated within said 60 day period or there is any change in the information provided to Lessor respecting such Transfer or Transferee, such Transfer may not be consummated without again obtaining Lessor's approval in writing as set forth herein.

**12.3 Consideration for Transfer.** For the purposes of this Section 12, the term "Rents" shall mean all Rent and Consideration payable, paid, given or to be given, directly or indirectly, for the use or occupancy and/or rights to the use or occupancy of the Premises or any portion thereof. The term "Consideration" as used in this Lease shall mean and include all money, services, real or personal property, notes, securities, negotiable instruments, or any other thing of value such as payment of costs, cancellation of indebtedness, discounts, or rebates, for any purpose, including key money. If Lessor consents to a proposed Transfer, then if the total of all Rents and Consideration paid or payable to Lessee under the terms of said Transfer is greater than the total Rent to be paid by Lessee to Lessor under this Lease, then Lessee shall pay to Lessor, as additional Rent under this Lease, fifty percent (50%) of such excess Rents within five (5) days after receipt thereof by Lessee. In the event of a Transfer of only a portion of the Premises, in calculating whether the Rents exceeds the Rent payable under this Lease, the Rent payable under this Lease shall be prorated on a square footage basis to reflect the Rent applicable to the portion of the Premises subject to the Transfer.

**12.4 Additional Terms and Conditions Applicable to Transfers.** The following terms and conditions shall apply to any proposed or purported Transfer of all or any part of the Premises, and shall be deemed included in all Transfer Documents under this Lease, whether or not expressly incorporated therein.

**(a) No Waiver.** Lessor may accept Rent from any person or entity other than Lessee, and such acceptance shall not be deemed an approval or disapproval of any proposed or purported Transfer. Neither a delay in the approval or disapproval of any Transfer, nor the acceptance of Rent, shall constitute a modification, waiver, or estoppel of any of Lessor's rights hereunder, including, but not limited to, Lessor's right to exercise its remedies for the breach of any of the terms or conditions of this Section 12.

**(b) Subsequent Consents.** The consent by Lessor to any Transfer shall not constitute consent to any subsequent or successive Transfer by Lessee or any Transferee hereunder. However, Lessor may consent to subsequent Transfers of the Lease or the Premises, or any interest therein, or any amendments

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or modifications thereto, without notifying or obtaining the consent of Lessee or anyone else liable under the Lease or any prior Transfer Documents, and such action shall not relieve such persons or entities from liability under this Lease or said prior Transfer Documents.

**(c) Continuing Obligations.** Regardless of Lessor's consent, no Transfer shall release Lessee of Lessee's obligations hereunder, or any Guarantor of Guarantor's obligations under the Guaranty, or alter the primary liability of Lessee to pay Rent and to perform all other obligations to be performed by Lessee under this Lease. In the event of any Default under this Lease, Lessor may proceed directly against Lessee, any Guarantor, any Transferee, or any other person or entity responsible for the performance of this Lease, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or against any security held by Lessor or Lessee.

**(d) Continuing Default.** Lessor's written consent to any Transfer by Lessee shall not constitute an acknowledgement that no Default by Lessee then exists under this Lease, nor shall such consent be deemed a waiver of any Default, except as may be otherwise expressly stated in writing by Lessor at the time.

**(e) Misrepresentations.** The discovery that any financial statement or other information, document or material relied upon by Lessor in giving its consent to a Transfer was materially false, or in any respect intentionally or knowingly falsified, shall at Lessor's sole election, render Lessor's consent to the Transfer null and void.

**(f) Assignment of Rents.** Lessee hereby assigns and transfers to Lessor, all of Lessee's interest in all Rents payable by any Transferee, (regardless of whether Lessor's consent to the Transfer was requested or obtained), and Lessee hereby appoints Lessor as Lessee's agent and attorney-in-fact to collect all Rents, at Lessor's option, without any liability to Lessee or any Transferee, and at Lessee's expense, directly from the payor(s) and apply same toward Lessee's obligations under the Lease; provided, however, that until a Default shall occur in the performance of Lessee's obligations under this Lease, Lessee may receive, collect and enjoy the Rents accruing under any Transfer to which Lessor has consented in writing. Lessor shall not be liable to Lessee or any Transferee for any failure of Lessee to perform any of Lessee's obligations to such Transferee under any Transfer Documents. Lessee hereby irrevocably authorizes and directs any and all Transferees, upon receipt of a written notice from Lessor stating that a Default exists in the performance of Lessee's obligations under this Lease, to pay directly to Lessor all Rents due under the Transfer Documents. Lessee agrees that Transferees shall have the right to rely upon any such statement and request from Lessor, and thereafter shall pay all Rents to Lessor without any obligation to inquire as to the nature and validity of such Default, and without any right of offset or deduction against any Rents due, notwithstanding any notice or claim from Lessee to the contrary. Lessee shall have no right or claim against any Transferee or Lessor for any such Rents paid by a Transferee directly to Lessor.

**(g) Default by Sublessor.** In the event of a sublease by Lessee and the subsequent termination of this Lease due to a Default by Lessee, Lessor, at its option and without any obligation to do so, may require said sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of Lessee under the terms of the approved sublease from the time of the exercise of said attornment option by Lessor; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to Lessee or for any other prior or subsequent defaults of Lessee under this Lease or such approved sublease.

**(h) Joint Consents.** Each and every consent required of Lessee under any Transfer Document shall also require the prior written consent of Lessor.

**12.5 Transfer Documents.** All requests by Lessee for Lessor's consent to a Transfer shall be in writing and accompanied by all of the following documents (individually and collectively, the "**Transfer Documents**"):

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(a) **Financial Statements.** For the proposed Transferee and all Guarantors: (i) Lessor's signed credit application; and for the past two (2) complete fiscal years, and for the most recent month and year to date of the current fiscal year: (ii) balance sheets and income statements prepared by a certified public accountant in accordance with GAAP, and (iii) complete copies of signed and filed Federal Income Tax returns;

(b) **Use and Projections.** A statement of the specific uses and itemized projections of revenues and expenses of all business activities to be conducted at or for from the Premises by the proposed Transferee;

(c) **Preliminary Plans.** Preliminary plans prepared by a licensed architect and licensed engineers for all Alterations to the Premises, if any, that are contemplated to be made by the proposed Transferee;

(d) **Affirmations of Liability.** Affirmations by each proposed Transferee and Guarantor of their assumption of and liability for the obligations of Lessee under the Lease, in form(s) satisfactory to Lessor;

(e) **Resume(s).** A detailed resume from each proposed Transferee, including but not limited to their background and experience in the business they propose to operate in or from the Premises and a detailed statement as to how its business operations, menus (if applicable), merchandise, and pricing will differ from that of the proposed Transferee's other locations and from that of Lessee;

(f) **Transfer Documents.** Must be in writing and comply with the requirements of this Section 12. The Transfer Documents shall include, among other things, an unconditional promise by all proposed Transferees and their guarantors, to abide by all terms and conditions of this Lease, and an agreement that such Transfer shall be of no force or effect until approved first in writing by Lessor and then by the City of Redondo Beach; and

(g) **Additional Information.** Such additional financial and other background information as Lessor may request.

**12.6 Transfer Fee.** Lessee shall deliver to Lessor, concurrently with the delivery of the Transfer Documents, payment in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) ("**Transfer Fee**"), which the Parties agree is a reasonable fee for Lessor's costs (including attorneys and accountants) to be incurred in reviewing the Transfer Documents and evaluating the proposed Transfer. The Transfer Fee shall be non-refundable. The Transfer Fee shall be increased annually by 3%, starting from the Effective Date.

**12.7 Lessor's Rights.** Once Lessor has received the Transfer Fee and all Transfer Documents, in form satisfactory to Lessor, Lessor shall undertake to review Lessee's request for Lessor's consent to the proposed Transfer. In determining whether to give its consent to such a Transfer, Lessor shall have the right to consider all commercially reasonable factors. Lessor shall not be required to review or respond to any request for Lessor's consent to a proposed Transfer, during any time Lessee is in Default under this Lease. Lessor shall use commercially reasonable efforts to respond to a request for consent to a Transfer within thirty (30) days after Lessor's receipt of all required Transfer Documents and the Transfer Fee, and Lessor may by written notice to Lessee, elect to:

(a) **Consent** to the Transfer upon the terms proposed by Lessee, subject to such other terms and conditions as Lessor may require; or

(b) **Deny** Lessor's consent for the proposed Transfer; or

(c) **Become the Transferee** and step into the shoes of the proposed Transferee upon the same terms as those offered to the proposed Transferee; or

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(d) **Recapture** all or the portion of the Premises with respect to which Lessee has requested Lessor's consent to Transfer, plus any additional portion of the Premises Lessor designates, in Lessor's sole discretion. In the event Lessor elects to recapture less than the entire Premises, the portion of the Premises so recaptured shall be removed from the Lease, with a reduction of Minimum Monthly Rent and Lessee's Share in proportion to the reduction in the size of the Premises. In the event Lessor elects to recapture the entire Premises, this Lease shall terminate on the date Lessor designates for the recapture. If the Lease is so terminated in its entirety, neither Party shall thereafter have any further liability or obligation to the other hereunder (except for items which have previously accrued and remain unpaid and except for any liability of Lessee which would otherwise survive a termination of the Lease), and Lessee thereafter shall have no further rights whatsoever with respect to the Premises.

**12.8 No Merger.** There shall be no merger of the leasehold estate created by this Lease with Lessor's interest in the Lease or the Premises unless all persons and entities having an interest in this Lease or in the leasehold estate created by this Lease shall join in a written instrument effecting such merger.

**12.9 Transfer by Lessor.** Lessor may make a Transfer ("**Lessor Transfer**"), at any time, the Project, the Premises, this Lease, all or a portion of its interest in any of the foregoing, and/or all or a portion of the payments that are payable to it by Lessee pursuant to this Lease or any Transfer Documents. Upon consummation of any such Lessor Transfer, Lessor shall have no further liability of any type to Lessee or any Transferee. Nothing in this Lease shall be construed to release Lessor or any successor of Lessor from any of their respective liabilities or obligations which matured prior to the effective date of a Lessor Transfer. If Lessor holds any Security Deposit or prepaid Rent from Lessee, Lessor may transfer such Security Deposit and/or prepaid Rent to Lessor's transferee, in which event Lessor shall be discharged from any further liability for such Security Deposit and/or prepaid Rent.

**13. DEFAULT; REMEDIES.**

**13.1 Default by Lessee.** The occurrence of any one or more of the following events, or Lessee's breach of any covenant, representation, or warranty under this Lease, shall constitute a "**Default**" of this Lease by Lessee and, if not cured by the applicable cure period (if any) set forth herein, then such Default shall constitute an "**Uncured Default**" (if no cure period is expressly specified in this Lease for a particular breach, then upon its occurrence such breach shall constitute an "**Uncured Default**");

(a) **Abandonment.** Lessee shall be deemed to have vacated and abandoned the Premises, If among other things, Lessee has failed to occupy and actively use the entirety of the Premises for the Permitted Use for a continuous period of ten (10) days or more, whether or not any or all Rent is paid;

(b) **Material Defaults.** the breach by Lessee of any of the covenants, conditions or provisions of Sections 6 (Permitted Use), 7.3 (Alterations and Additions; Tenant Improvements; Liens), 12 (Transfers), 16 (Estoppel; Financial Statements), or 17 (Subordination; Attornment) of this Lease, without the necessity of any notice by Lessor to Lessee;

(c) **Failure to Pay.** the failure by Lessee to make any payment, as and when due, of Minimum Monthly Rent, Percentage Rent, Lessee's Share of CAM Expenses, or any other Rent payable by Lessee to Lessor (or to the City of Redondo Beach, as required). Nothing in this Lease shall be construed to mean that Lessee shall have a grace period or a cure period for the payment of any Rent, which shall be due no later than the date it is stated to be due in this Lease, regardless of if and when any interest or any Late Charges shall be payable under this Lease;

(d) **Breach of Covenants.** the breach, or failure by Lessee or Guarantor to observe or perform any of the covenants, conditions or provisions of this Lease or of the Guaranty (if one has been provided), respectively, to be observed or performed by Lessee or Guarantor, other than those covenants, conditions or provisions expressly referenced in this Section 13.1, where such failure shall continue for a period of thirty (30)

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days after written notice thereof from Lessor; provided, however, that if the nature of said Default occurring under this Section (d) is such that it cannot reasonably be cured within said 30-day period, Lessee shall have such additional time as is reasonably necessary to cure such Default (but in no event more than sixty (60) days after delivery by Lessor of the notice of Default) provided Lessee commences such cure, in good faith, within five (5) days of receipt of said notice of Default from Lessor and thereafter diligently and continuously prosecutes such cure to completion;

**(e) Insolvency.** (i) the making by Lessee of any general arrangement or general assignment for the benefit of creditors; (ii) Lessee becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee, receiver, or other court appointed person or entity to take possession of any of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of any of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days;

**(f) Misrepresentations.** the inaccuracy of any representation or warranty set forth herein or in the Guaranty, including, without limitation, the delivery to Lessor by Lessee, Guarantor or any Transferee, of any financial statement or other information given which is materially false;

**(g) Liquidation Sale.** the conducting of a going out of business sale, bankruptcy sale or any similar liquidation sale in the Premises in violation of the provisions of this Lease where such sale continues for twenty-four (24) hours after notice of such violation to Lessee, or the failure of Lessee to cease the use of the Premises for, or operation in or from any portion of the Premises of, any prohibited or exclusive use in violation of Section 6.4(g) hereof where such failure continues for more than forty-eight (48) hours after notice of such violation to Lessee (however, if Lessee has previously been notified of the same violation, then no cure period shall be applicable). Lessee expressly acknowledges that Lessor shall have the right to injunctive relief, in addition to all other rights and remedies under this Lease, at law, or in equity;

**(h) Intentionally Omitted.**

**(i) Hazardous Materials.** the failure by Lessee to cease a violation of Hazardous Materials Laws caused by Lessee or any Transferee, or any of their respective Representatives, and/or to commence Remedial Work and thereafter diligently pursue same to completion, and either such failure is not cured within five (5) days after delivery of notice by Lessor; or

**(j) Insurance.** the failure by Lessee to obtain or maintain any insurance coverage which Lessee is required to obtain and maintain pursuant to Section 8 of this Lease, and such failure is not cured within five (5) days after delivery of notice by Lessor.

**13.2 Lessor's Remedies.** In the event of any Uncured Default by Lessee, Lessor shall be entitled to exercise all remedies available at law or in equity, including, without limitation, the remedy available pursuant to California Civil Code Section 1951.2, as same may be amended, supplemented, or replaced from time to time. In connection with the remedy available under California Civil Code Section 1951.2, (i) Lessor shall be entitled to recover, in addition to other amounts permitted pursuant thereto, the worth at the time of award of the amount by which the unpaid Minimum Monthly Rent, Percentage Rent, Lessee's Share of CAM Expenses, and all other Rent due under this Lease for the balance of the Term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided, and (ii) the "**worth at the time of award**" of the amounts referred to in paragraphs (1) and (2) of California Civil Code Section 1951.2 is computed by allowing interest at the interest rate established pursuant to Section 19 of this Lease. As used in California Civil Code Section 1951.2, "unpaid rent" shall include Minimum Monthly Rent, Percentage Rent, Lessee's Share of CAM Expenses, and all other Rent due under this Lease (which Percentage Rent, Lessee's Share of CAM Expenses, and other Rent shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding twelve

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(12) month period, except that if it becomes necessary to compute such amounts before such a 12-month period has occurred, then such amounts shall be computed on the basis of the average monthly amounts accruing during such shorter period). Lessor also has the remedy described in California Civil Code Section 1951.4, as same may be amended, supplemented, or replaced, from time to time, providing that Lessor may continue this Lease in effect after Lessee's breach of this Lease and abandonment of the Premises and recover Rent as it becomes due, if Lessee has the right to sublet the Premises or assign this Lease, subject only to reasonable limitations. The Parties acknowledge that in the event Lessor attempts to lease the Premises to any third party without terminating this Lease, in an effort to mitigate damages and otherwise in accordance with California Civil Code Section 1951.4, that such attempted reletting shall not be considered as a termination of Lessee's right to possession of the Premises.

**13.3 Lessor's Right to Cure Lessee's Uncured Defaults.** After expiration of the applicable time period for curing a particular Default, Lessor may, at Lessor's sole election (without any obligation to do so), make any payment required of Lessee under this Lease or perform or comply with any covenant or condition which is an obligation of Lessee under this Lease, and the amount so paid, plus the cost of any such performance or compliance, plus a fifteen percent (15%) administrative fee, plus interest on the foregoing (at the interest rate set forth in Section 19) from the date of payment, performance, and/or compliance until the date of repayment in full by Lessee, shall be due and payable by Lessee to Lessor as Rent hereunder within five (5) days after Lessee's receipt of Lessor's bill therefor. No such act shall constitute a waiver of any Default or of any remedy for Default or render Lessor liable for any loss or damage resulting from any such act.

**13.4 Default by Lessor.** Lessor shall not be in default of this Lease unless Lessor fails to perform any obligation expressly required of Lessor hereunder within thirty (30) days after receipt of written notice by Lessee to Lessor, specifying the obligation which Lessor has failed to perform; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such 30-day period and thereafter is reasonably prosecuting the same to completion. Lessor's lenders shall the right, but not the obligation, to cure any such default within sixty (60) days after Lessor's cure period set forth in this Section 13.4 has expired, and any such cure shall be considered a cure by Lessor. Lessee shall have no right to terminate this Lease, except as may be expressly provided elsewhere in this Lease. Notwithstanding anything which may be or appear to be to the contrary in this Lease, it is expressly understood and agreed that (i) Lessor's liability under this Lease resulting from any default by Lessor or other claim arising under this Lease shall be limited to actual damages and not special, consequential or punitive damages, and (ii) any money judgment against Lessor resulting from any default or other claim arising under this Lease shall be satisfied only out of the net rents, issues, profits and other income after deduction for all operating expenses and debt service (collectively "**Income**") actually received from the operation of the Project after the date of entry of the judgment, and no other real or personal property of Lessor or any of its Representatives, wherever situated, shall be subject to levy on any judgment obtained against Lessor, and if such Income is insufficient for the payment of such judgment, Lessee shall not institute any further action, suit, claim or demand, in law or in equity, against Lessor for or on the account of such deficiency. Lessee hereby waives, to the furthest extent permitted by law, any right to satisfy a money judgment against Lessor except from the Income received by Lessor from the operation of the Project. Lessee hereby waives the protections of California Civil Code Sections 1932 and 1933, or any other, subsequent, or successor statutes containing like protections.

**13.5 Remedies Cumulative; No Waiver.** Except as otherwise limited by this Lease, (a) each right and remedy of Lessor and Lessee provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or available at law or in equity, (b) the exercise by Lessor or Lessee of any one or more of the rights or remedies provided for in this Lease or available at law or in equity shall not preclude the simultaneous or later exercise by Lessor or Lessee of any or all other rights or remedies provided for in this Lease or available at law or in equity, And (c) Lessor's failure to enforce any provision of this Lease with respect to a Default hereunder shall not constitute a waiver of Lessor's right to enforce such provision or any other provision with respect to said Default or any future Default. The acceptance of Rent by Lessor shall not be deemed a waiver of Lessor's right to enforce any term or provision hereof. The waiver of any term or condition of this Lease shall not be deemed to be a waiver of any other term or condition hereof or of any subsequent failure of

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any term or condition hereof. No failure by Lessor to require or exact full and complete performance of and compliance with any of the covenants, conditions, or agreements of this Lease shall not be construed as in any manner changing the terms hereof or to preclude Lessor from enforcing the full provisions hereof.

**14. CONDEMNATION.**

**14.1 Total Taking; Substantial Taking.** In the event of a Taking of the title to all of the Premises and the improvements thereon ("**Total Taking**"), except for a Taking for temporary use, Lessee's interest in the Premises shall terminate on the Taking Date and the Rent required to be paid by Lessee shall be apportioned and paid to the Taking Date and any unearned Rent or other unearned charges paid in advance by Lessee shall be returned to Lessee. In the event of a Taking, except for a Taking for temporary use, which Lessee considers to be a Substantial Taking (as defined hereinbelow), Lessee shall deliver notice to Lessor within sixty (60) days after Lessee receives a notice of intended Taking from the applicable authority, notifying Lessor of the Substantial Taking. If Lessor does not dispute Lessee's contention that there has been a Substantial Taking within thirty (30) days of Lessor's receipt of Lessee's notice, or if it is determined, by court order, that there has been a Substantial Taking, then the Taking shall be considered a Substantial Taking and Lessee shall be entitled to terminate this Lease effective as of the Taking Date. As used herein, a "**Taking**" means the taking or damaging of real property or any portion thereof as the result of the exercise of the power of eminent domain, or for any public or quasi-public use under any statute and includes a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending. As used herein, a "**Substantial Taking**" means the Taking of so much of the Premises that the conduct of Lessee's business in the Premises would be rendered economically impracticable. For purposes hereof, the conduct of Lessee's business shall be deemed "economically impracticable" if the portion of the Premises not so taken cannot be so repaired or reconstructed so as to constitute a complete rentable space capable of producing a proportionately fair and reasonable net annual income, after the payment of all Rent and other expenses thereof and after performance of all covenants, agreements, terms, and provisions herein and by law provided to be performed and paid by Lessee. As used herein, "**Taking Date**" means the date on which the condemning authority takes actual physical possession of the Premises or any portion thereof, as the case may be.

**14.2 Project Taking.** In the event of a the Taking of all or so much of the Project as to make the continued operation of the Project economically infeasible as determined in Lessor's sole discretion, Lessor may deliver notice to Lessee terminating this Lease effective as of the Taking Date.

**14.3 Apportionment and Distribution of Award for Total Taking and Substantial Taking.** In the event of a Total Taking or Substantial Taking, Lessor shall be entitled to the entire Award (as defined hereinbelow) in connection therewith, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Premises, and Lessor shall be entitled to negotiate and enter into a sale to the condemning authority as to any estate or claim of Lessee; but the Minimum Monthly Rent for the last month of Lessee's occupancy shall be prorated and Lessor shall refund to Lessee any Minimum Monthly Rent paid in advance. Lessee shall, however, have the right to bring a separate claim for compensation or damages for the unamortized cost as of the date of the Taking, depreciated on a straight-line basis over the Initial Term, of its fixtures and Removable Personal Property (as defined in Section 18.2); provided, however, that no such claim shall diminish Lessor's award or the award of Lessor's lenders. As used herein, "**Award**" means the compensation paid for the Taking, whether by judgment, agreement or otherwise.

**14.4 Partial Taking; Abatement and Restoration.** If there is a Taking of the Premises, except for a Total Taking or a Substantial Taking, this Lease shall remain in full force and effect on the portion of the Premises not Taken and all of the award or awards resulting from said condemnation shall be held by Lessor and applied and paid over to the cost of demolition, repair and restoration of those portions of the Premises which would constitute Lessor's Restoration Work in the event of a casualty. Any balance remaining after payment of such costs of demolition, repair and restoration as aforementioned shall be retained by Lessor and the Minimum Monthly Rent shall be reduced from the date of such Partial Taking in the same proportion as the Floor Area of

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the Premises after the Taking bears to the Floor Area of the Premises immediately prior to such Taking. Within a reasonable time period after a Taking which does not result in a termination of this Lease, at Lessee's expense and in the manner specified in the provisions of this Lease relating to Alterations, Lessee shall reconstruct, repair, alter, or modify the improvements on the Premises which originally constituted Lessee's Tenant Improvements, in accordance with Section 7.3, so as to make them an operable whole to the extent allowed by applicable Restrictions. "Partial Taking" means any Taking of title that is not either a Total or a Substantial Taking.

**14.5 Taking for Temporary Use.** If there is a Taking for temporary use of the whole or any part of the Premises by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Lessee and those authorized to exercise such right, Lessee shall give prompt notice thereof to Lessor, and the Term shall not be reduced or affected in any way. Lessee shall continue to pay in full the Rent required to be paid hereunder, without reduction or abatement, and Lessee shall be entitled to receive for itself any award or payment made for such use.

**14.6 Waiver.** Lessee hereby waives any statutory and common law rights of termination which may arise by reason of any Taking.

**15. BROKER COMMISSIONS.** Lessee and Lessor each represent and warrant to the other that neither has had any dealings with any person, firm, broker, or finder, other than those whose names are set forth in Section 1.18 of the Basic Lease Provisions, in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. Lessee and Lessor each agree to indemnify, defend, and hold the other harmless from and against any Losses and Liabilities that may arise from a breach of this warranty.

**16. ESTOPPEL; FINANCIAL STATEMENTS.**

**16.1 Estoppel Certificates.** Lessee shall, at any time within five (5) business days following receipt of notice from Lessor, execute, acknowledge and deliver to Lessor or any other person designated by Lessor, an estoppel statement in writing in the form reasonably requested by Lessor (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature and providing all documentation of such modification, and certifying that this Lease, as so modified, is in full force and effect) and the date to which any Rent has been paid in advance, and (ii) acknowledging that there are not, to Lessee's knowledge, any Uncured Defaults of this Lease on the part of Lessee and there are no uncured defaults on the part of Lessor, or specifying all such Lessor defaults if any are claimed. Any such statement may be conclusively relied upon by Lessor, any prospective purchaser or encumbrancer of the Project, and/or other person to whom Lessor delivers a copy of such statement.

**16.2 Failure to Deliver.** The failure to deliver such statement within such required time shall be a material Default of this Lease by Lessee without any further notice to Lessee, and it shall cause a conclusive presumption that (i) this Lease is in full force and effect without modification except as may be represented by Lessor, (ii) there are no uncured defaults in Lessor's performance, and (iii) not more than one month's Minimum Monthly Rent has been paid in advance.

**16.3 Financing Documentation.** If Lessor desires to finance, refinance, or sell the Project, or any part thereof, Lessee hereby agrees to deliver to any lender or purchaser designated by Lessor an estoppel statement in the form required by said lender or purchaser and such financial statements of Lessee and Guarantor as may be reasonably required by such lender or purchaser. Such statements shall include, at a minimum, the past three (3) years' financial statements and operating history at the Premises of Lessee.

**16.4 Financial Statements.** Lessee shall, at Lessor's request prior to Lease execution and thereafter from, time to time, upon ten (10) days prior notice, furnish Lessor with complete financial statements (profit and loss statement, balance sheet, and any other financial information Lessor may reasonably request) reflecting the then current financial condition of Lessee (including such statements from each individual and entity constituting

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Lessee), any Guarantor (including such statements from each individual and entity constituting Guarantor), and the operation of the business at the Premises, and written evidence of the identity of ownership interests in Lessee.

**17. SUBORDINATION; ATTORNMENT.**

**17.1 Subject to Ground Lease.** This Lease is subject and subordinate to the Ground Lease, any lien, encumbrance, mortgage, deed of trust, or other hypothecation or security interest now secured by Lessor's interest in the Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. At Lessor's option, this Lease shall be subordinate to any other ground lease, lien, encumbrance, mortgage, deed of trust, or other hypothecation or security interest hereafter placed upon Lessor's interest in the Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If Ground Lessor, any mortgagee, beneficiary under a deed of trust or other security interest, trustee or other ground lessor shall elect to have this Lease be prior to the Ground Lease, the lien of its mortgage, deed of trust or other security interest, or other ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to the Ground Lease, such mortgage, deed of trust, other security interest or ground lease.

**17.2 Attornment.** Lessee hereby attorns and agrees to attorn to any individual or entity, including without limitation any ground lessor or lender, purchasing or otherwise acquiring Lessor's interest in the Premises or the Project or any portion thereof at any sale or other proceeding or pursuant to the exercise of any rights, powers or remedies under any ground lease, mortgage, deed of trust or other security interest as if such individual or entity had been named as Lessor herein, provided such individual or entity shall recognize Lessee as Lessee hereunder; provided, however, such individual or entity may, at its sole option, elect to accept or reject such attornment. Lessee shall execute any further documents requested by Lessor evidencing such attornment, and/or, at Lessor's option, effecting or evidencing subordination of this Lease pursuant to Section 17.1 or evidencing that this Lease is and remains prior to any ground lease and/or the lien of any mortgage, deed of trust and/or other security interest. Lessee's failure to execute any such document within ten (10) days after written demand shall constitute a material Uncured Default by Lessee hereunder without further notice to Lessee. Lessee does hereby make, constitute and irrevocably authorize and appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead to execute all documents necessary or appropriate to evidence or effectuate, as applicable, the attornments and/or subordinations required of Lessee by this Section 17. Lessor agrees not to exercise any of the powers of set forth in the preceding sentence so long as Lessee has complied with the requirements of this Section 17.

**18. EXPIRATION; TERMINATION.**

**18.1 Ownership and Removal of Improvements and Personal Property.** The improvements in the Premises existing as of the Effective Date and any other improvements to the Premises made or paid for (directly or indirectly, through a tenant improvement allowance, Rent abatement, or otherwise) by Lessor shall, during and after expiration of the Term or sooner termination of this Lease, be owned by Lessor. The improvements constituting Lessee's Tenant Improvements and any Alterations to the Premises made by Lessee as permitted by this Lease, including any and all fixtures (including trade fixtures) attached to or integrated with improvements to the Premises, shall be owned by Lessee until the expiration of the Term or sooner termination of this Lease. Subject to Lessor's right to require removal of same as provided in this Lease, upon the expiration of the Term or sooner termination of this Lease, all improvements and fixtures described herein shall be considered part of the real property of the Premises and shall remain on the Premises and shall, if not already the property of Lessor as heretofore provided, become the property of Lessor free and clear of any and all rights to possession and claims to or against them by Lessee or any third party, and Lessee shall defend and indemnify Lessor and its Representatives against any and all Losses and Liabilities arising from such claims.

**18.2 Duty to Surrender.** At the expiration or earlier termination of this Lease, Lessee shall surrender to Lessor possession of the Premises free and clear of all liens and encumbrances other than those, if any, created by Lessor or those which encumbered the Premises prior to the Effective Date. Lessee shall leave the Premises,

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and any other property surrendered, in good condition and repair, broom clean, taking into consideration reasonable wear and tear. All removable personal property ("**Removable Personal Property**") of Lessee (which shall include trade fixtures which are not integrated with improvements to the Premises, but shall not include improvements to the Premises made by Lessee or fixtures (including trade fixtures) which are integrated with improvements to the Premises) shall remain the property of Lessee and Lessee shall remove, at the expiration of the Term or sooner termination of this Lease, any and all of Lessee's Removable Personal Property which Lessee may have stored or installed in the Premises. Lessor may require Lessee to remove, within the last thirty (30) days of the Term or upon its sooner termination, at Lessee's sole cost and expense, any or all improvements and fixtures made to or affixed to the Premises by or at the direction of Lessee, including any Tenant Improvements and/or Alterations. Lessee shall, at Lessee's sole cost and expense, immediately repair any damage occasioned to the Premises, the Building and/or the Project by reason of the removal of any Removable Personal Property, improvements and fixtures, and shall restore the Premises to the condition it was in as of the Tender of Possession. Without limiting the foregoing, Lessee shall leave all elements of the Premises including, without limitation, systems which Lessee is required by this Lease to maintain, in good operating condition, including, but not limited to, air lines, power panels, electrical distribution systems, lighting fixtures, heating and air conditioning systems, walls, windows, wall coverings, ceilings, sewer lines and plumbing. At the expiration or earlier termination of this Lease, Lessee's surrender to Lessor of possession of the Premises shall also be free and clear of any occupants or parties claiming a right to occupancy or possession of the Premises, except for those Lessor expressly states in writing may remain.

**18.3 Failure to Surrender.** Should Lessee fail to timely surrender the Premises in the condition required by Section 18.2 in any respect, and/or hold over after the expiration of the Term or the termination of this Lease without the express prior written consent of Lessor, then (i) such tenancy shall be at the sufferance of Lessor, and not a renewal hereof or an extension for any further term, (ii) Minimum Monthly Rent, Percentage Rent, Lessee's Share of CAM Expenses, and all other Rent hereunder shall be payable at two (2) times the amount in effect immediately prior to expiration of the Term or earlier termination of this Lease, at the times specified in this Lease, (iii) such tenancy at sufferance shall be subject to every other term, covenant and agreement contained in this Lease, as it may have been amended from time to time, and (iv) Lessee shall indemnify, defend and hold Lessor and its Representatives harmless from all Losses and Liabilities resulting from the delay or failure to surrender the Premises and/or remove such property, including, without limitation, the costs of removal of said improvements and Removable Personal Property remaining in the Premises, and claims made by any succeeding occupant founded on or resulting from such delay or failure by Lessee.

**18.4 Additional Documents.** If requested to do so, Lessee shall, upon the expiration or earlier termination of this Lease, execute, acknowledge, and deliver to Lessor such instruments of further assurance as in the opinion of Lessor are necessary or desirable to confirm or perfect Lessor's right, title, and interest in and to the Premises, and any other property surrendered to Lessor pursuant to this Lease, free and clear of any claim by Lessee. Lessee's obligations under this Section 18, including the indemnities set forth in this Section 18, shall survive the expiration of the Term or earlier termination of this Lease.

**19. INTEREST ON PAST-DUE OBLIGATIONS.** Any amount due Lessor which is not paid when due shall bear interest at the greater of the following interest rates: (i) ten percent (10%) per annum; or (ii) a per annum rate of interest equal to five percent (5%) above the rate of interest announced from time to time by the Bank of America, Downtown Los Angeles, Main Branch, as the prime or reference rate (or, in the event said bank ceases to announce a prime or reference rate or is acquired or ceases operations and there is no successor bank, another established and financially secure commercial bank, having a headquarters in California, selected by Lessor); however, in no event shall the interest rate chargeable hereunder exceed the maximum rate allowable by law, and in the event it does, then the interest rate shall be reduced, automatically, to such maximum lawful rate. Payment of such interest shall not excuse or cure, or be the sole remedy for, any Default by Lessee under this Lease.

**20. TIME OF ESSENCE.** Time is of the essence with respect to every obligation to be performed under this Lease.

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**21. ENTIRE AGREEMENT.** There are no oral agreements between Lessor and Lessee affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, letters of intent, agreements and understandings, written or oral, if any, between Lessor and Lessee or displayed by Lessor to Lessee with respect to the Premises and the Project, and none of them shall be used to interpret or construe this Lease. This Lease is and shall be considered to be the only agreement between Lessor and Lessee, and their respective Representatives, with respect to the subject matter herein.

**22. AMENDMENTS IN WRITING.** This Lease cannot be orally amended or modified. Any modification or amendment hereof must be in writing and signed by the Party to be charged.

**23. NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, certified mail, or a reputable overnight delivery service such as Federal Express or United Parcel Service. If notice is personally delivered upon a Party, or upon an employee or agent of the Party, then the notice shall be conclusively deemed effective upon delivery. If served by certified mail, service shall be conclusively deemed made on the second (2nd) business day after deposit thereof in the United States mail, postage prepaid, return receipt requested, addressed to the Party to whom such notice is to be given. If served by a reputable courier service, service shall be conclusively deemed made one (1) business day after deposit thereof with such reputable courier service, shipping fee provided for, addressed to the Party to whom such notice is to be given. A copy of all notices required or permitted to be given to Lessor hereunder shall be concurrently transmitted to any additional party or parties at such addresses as Lessor may from time to time hereafter designate by notice to Lessee. Any notice to Lessor or Lessee shall be delivered to its address specified in Section 1.20 of the Basic Lease Provisions. Either Party may, by notice to the other Party as set forth in this Section 23, specify a different address for notice purposes.

**24. CONSENTS.** All consents and approvals under this Lease shall be in writing and shall not be deemed effective unless in writing. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee, including a repetition of the same act.

**25. NO DEEMED APPROVALS.** Except as expressly provided in this Lease, under no circumstance shall any consent and/or approval of Lessor or Lessee required under this Lease, including, without limitation, any consents rendered in connection with any proposed Transfers by Lessee, be deemed to have been rendered absent the written consent or approval of such Party. Except as expressly provided in this Lease, in no event shall the failure to approve or disapprove any submission within the time provided by this Lease result in a deemed approval of such submission, although, in that event and except as otherwise provided herein, the Party who has made such submission shall be entitled to exercise all other rights and remedies provided by this Lease in order to compel the other Party's timely approval or disapproval of any such submission.

**26. RECORDING.** This Lease shall not be recorded, and no memorandum, short form or other evidence of this Lease shall be recorded without the prior express consent of Lessor. If such consent is granted by Lessor, or if such recording is at the request of Lessor, the Parties shall execute only those documents approved in form and substance by Lessor in its sole discretion for recording purposes and the Party requesting such recording shall pay all recording costs and taxes related thereto.

**27. APPLICABLE LAW; SEVERABILITY.** The interpretation and enforcement of this Lease shall be governed by the laws of the State of California. Any litigation concerning this Lease, between the Parties hereto, shall be initiated in the County of Los Angeles. Should any part, term, portion or provision of this Lease, or the application thereof to any person, entity or circumstances be held to be illegal or in conflict with any Restrictions, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons, entities or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law. If a court of competent jurisdiction should determine that any particular words, phrases, or provisions hereof are unenforceable or invalid,

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then those words, phrases, or provisions shall be severed, and the remainder of the Lease shall remain in full force and effect.

**28. SUCCESSORS.** All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of their respective heirs, successors and assigns; provided, however, that nothing in this Section 28 shall be construed to modify, limit, or waive any of the provisions and requirements on Transfer set forth in Section 12 hereof.

**29. ATTORNEY FEES; PROFESSIONAL FEES; ADDITIONAL INDEMNITY PROVISIONS.** In the event that either Party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Lease the prevailing Party in such action or proceeding shall be entitled to have its actual attorneys' fees and costs (incurred in good faith) paid by the losing Party. The attorneys' fees and costs so recovered shall include fees for prosecuting or defending any appeal, and all costs incurred in any post judgment proceedings to collect or enforce the judgment. Without limiting the provisions of this Section 29, if either Party seeks relief under any chapter of the bankruptcy code, as the same may exist from time to time, the non-debtor Party shall be entitled to recover from the debtor Party its attorneys' fees and costs incurred in connection with such bankruptcy proceedings. Lessor shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default. Lessor and Lessee agree that one thousand five hundred dollars (\$1,500.00) is a reasonable sum per occurrence, and Lessor may include this charge of \$1,500.00 as Rent due in each such notice of Default given under California law as an amount that must also be paid to cure said Default.

**30. LESSOR'S ACCESS.** Lessor and its Representatives shall have the right to enter the Premises at all reasonable times (except that in the case of an emergency, as determined by Lessor in its reasonable discretion, such access may be had at any time without notice) for the purposes of inspecting the same, exercising its rights under this Lease, performing any services required of Lessor, and showing the same to current or prospective partners, employees, Affiliates, purchasers, lenders, and/or lessees. In addition, Lessee shall, during regular business hours, permit any other tenant of the Project and its employees and contractors' access to the roof of the Building through the Premises to facilitate the installation, maintenance, repair, replacement and/or removal of any equipment located thereon which serves the premises of such tenant. Lessor may at any time place on or about the Premises or the Building, "For Sale", "For Lease" and/or other signs, except that Lessor may only place on or about the Premises "For Lease" signs during the last six (6) months of the Term or earlier termination of this Lease. Nothing contained in this Section 30 shall imply any duty on the part of Lessor to do any work which under any provision of this Lease Lessee may be required to do, nor shall it constitute a waiver of any Default by Lessee in failing to do the same. No exercise by Lessor or any of its Representatives (or any other tenant of the Project) of any rights contained in this Section 30 shall entitle Lessee to any damages for any injury or inconvenience occasioned thereby or to any abatement of Rent. Lessor's lenders and City of Redondo Beach shall be permitted to enter the Premises and make such independent inspections as are permitted by this Lease and/or applicable Restrictions as they deem necessary or appropriate for the protection of their interests. Lessee shall provide to Lessor copies of all keys to the interior and exterior of the Premises and Lessor shall have the right to retain and use such keys to unlock all doors in or upon the Premises other than to files, vaults and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction.

**31. SIGNAGE; DISPLAYS.** Subject to compliance with any sign criteria ("**Sign Criteria**") adopted by Lessor for the Project, and all applicable Restrictions, Lessee shall, at its sole expense and prior to opening for business in the Premises, install signage on the exterior of the Building depicting its Trade Name in conformance with plans and specifications ("**Sign Plans**") submitted to, and approved in writing by, Lessor prior to fabrication or installation of the signage (*See Addendum Section 58*). The Sign Plans shall include, among other things, the exact location, dimensions, type, colors, materials, required building penetrations, methods of attachment to the building, and color renderings for all of Lessee's proposed signage. In the event the Sign Criteria require that any particular design, including, but not limited to, a blade sign, be installed at or upon the Premises, then Lessee shall, at its

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sole expense and prior to opening for business in the Premises, install such prescribed signage on the Building in conformance with approved Sign Plans. Lessee shall not affix or maintain upon the interior or exterior surfaces of any glass panes and supports of the exterior windows of the Premises, doors, and the exterior walls of the Premises, or within any portion of the Premises which is visible from outside the Premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except as shall have received the express prior approval of Lessor as to size, type, color, location, copy, nature and display qualities. Further, Lessee shall not affix any sign to the roof of the Building. Lessee shall not distribute or cause or allow to be distributed, in or around the Project, any handbills, merchandise, food, tickets, menus, advertisements, promotions, or other materials. In addition, no third-party advertising, or electronic, digital, audio, or visual medium shall be utilized by Lessee which can be seen, heard or experienced outside the Premises. Lessee shall not display, paint, or place, or cause or allow to be displayed, painted, or placed, any handbills, bumper stickers or other advertising materials on any vehicle parked in the parking area of the Project.

**32. GUARANTOR(S).** As a condition precedent to Lessor's obligations hereunder, Lessor shall have received, concurrent with the execution hereof, the Guaranty of Lease ("**Guaranty**"), executed by and enforceable against each Guarantor, in the form of the applicable Exhibit referenced in Section 1.3 of the Basic Lease Provisions. In the event that Lessor does not receive the fully executed Guaranty concurrently with the execution of this Lease, then Lessor may, by delivering notice to Lessee, at any time thereafter, elect to terminate this Lease, whereupon (a) this Lease shall terminate upon delivery of such notice and neither Party shall thereafter have any further liability or obligation to the other hereunder (except for items which have previously accrued and remain unpaid and except for any liability of Lessee which survives such termination), and (b) Lessee shall have no further rights whatsoever with respect to the Premises.

**33. QUIET POSSESSION.** Lessor covenants that, subject to the limitations expressly set forth herein, Lessee, upon Lessee's timely payment of all Rent and performance of Lessee's covenants and obligations under this Lease, may quietly have, hold, and enjoy the Premises during the Term, pursuant and subject to the terms of this Lease, including, but not limited to, Lessor's right to enter upon the Premises as provided herein without hindrance or interruption by Lessor or anyone claiming by or through Lessor.

**34. PROJECT PLANNING.** Unless the Permitted Use includes a sit-down restaurant with tableside waiter or waitress service, then in the event that Lessor requires the Premises for use in conjunction with another suite or for other reasons connected with its Project planning program, upon giving Lessee sixty (60) days prior written notice, Lessor shall have the right to relocate Lessee to other space elsewhere in the Project, at Lessor's sole cost and expense, including all of Lessee's reasonable moving expenses. Upon such relocation, all terms and conditions of this Lease shall remain in full force and effect, save and excepting that (a) a revised Exhibit 1 shall become part of the terms and conditions of this Lease and shall reflect the location of the new space, (b) Section 1.4 of this Lease shall be amended to include and state all correct data with respect to the new space, and (c) the Minimum Monthly Rent and Lessee's Share of CAM Expenses shall be increased or reduced as the case may be, by the increase or decrease, if any, in the rentable square footage of the new space as compared to that of the original Premises. Exercise by Lessor of said right to relocate Lessee shall not entitle Lessee to damages for any injury, inconvenience or lost earnings occasioned thereby, nor shall Lessee by reason thereof be entitled to any abatement of Rent.

Lessee shall not install or permit to be installed on or around the Premises, any coin or token operated vending machines or similar devices for the sale or leasing of any goods, wares, merchandise, food, beverage, cigarettes, and/or services including without limitation, pay phones, pay lockers, pay toilets, scales, food or product vending machines, and amusement devices, without Lessor's prior written consent which may be withheld in its sole discretion.

**35. SECURITY.** Lessee hereby acknowledges that Lessor shall have no obligation whatsoever to provide guard service or other security measures for the benefit of Lessee, the Premises, or the Project. Lessee assumes all responsibility for the protection of Lessee, its agents, and invitees and the property of Lessee and of Lessee's agents and invitees from acts of third parties.

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**36. PROJECT NAMING AND BRANDING.** Lessor shall have the right, in its sole discretion, to change the name, address, or title of the Project or Building in which the Premises are located, from time to time, upon not less than sixty (60) days prior written notice to Lessee, and to place or remove such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or anywhere in the Project. Lessee shall not, without Lessor's prior written consent (which Lessor may grant or withhold in its sole discretion) (i) use a representation (photographic or otherwise) of the Building or the Project or the name "The Redondo Landing" or any other name reserved or selected by Lessor, other than in connection with Lessee advertising pursuant and subject to Section 6.6. Lessee shall in no event acquire any property rights to the name "The Redondo Landing" or any other name reserved or selected by Lessor for any purpose, as a result of any use thereof by Lessee.

**37. AUTHORITY TO SIGN LEASE.** In the event Lessee shall be a corporation, partnership or limited liability company, Lessee and the persons executing this Lease on behalf of Lessee hereby covenant and warrant that (i) Lessee is a duly organized, validly existing and qualified (including, without limitation, qualified to do business in California) corporation (or partnership or limited liability company), (ii) Lessee has all requisite power and authority to enter into and perform its obligations under this Lease, and (iii) the individual(s) executing this Lease on behalf of Lessee are authorized to do so.

**38. INTERPRETATION.** Any conflict between the printed provisions of this Lease and handwritten or machine inserted interlineated provisions, if any, shall be controlled first by the handwritten, next by the machine inserted, and finally by the printed provisions. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. Whenever the word "day" or "days" is used herein, such shall refer to a calendar day or days, unless otherwise specifically provided herein. Whenever a reference is made herein to a particular "Section" of this Lease, it shall mean and include all subsections and subparts thereof, and the reference to a particular Section is for the convenience of the reader only and not intended to be exclusive of other references that may also be relevant. The word "include" or "including" shall describe examples of the antecedent clause, and shall not be construed to limit the scope of such clause.

**39. VALID UPON EXECUTION.** Preparation and submission of this Lease by Lessor or Lessor's employees, representatives, or agents to Lessee shall not be deemed an offer or a promise to Lessee to enter into this Lease or any lease. This Lease shall become binding upon Lessor and Lessee only when fully executed and delivered, by both Lessor and Lessee.

**40. LENDER MODIFICATION.** Lessee agrees to make such reasonable modifications to this Lease as may be required by any of Lessor's lenders in connection with the obtaining of financing or refinancing of the Project.

**41. MULTIPLE PARTIES.** If Lessee is comprised of more than one person and/or entity, the obligations of each such person and entity shall be joint and several to all of the other Lessee parties.

**42. RELATIONSHIP OF PARTIES.** The relationship of the Parties hereto is that of landlord and tenant, and it is expressly understood and agreed that neither Lessee or Lessor are, nor shall they be deemed in any way or for any purpose, to be a partner, joint venture, shareholder, co-owner, or affiliate of the other in the conduct of Lessor's or Lessee's business or otherwise, by reason of this Lease.

**43. JOINTLY NEGOTIATED.** This Agreement was negotiated jointly by the Parties after each Party had ample opportunity to consult with its respective attorney and other consultants and advisors. Neither Party shall be entitled to nor receive any preferential construction or interpretation hereof by reason of the preparation or drafting of all or any part hereof by the other Party.

**44. CONFLICTING TIMETABLES.** Wherever in this Lease, it can be reasonably interpreted that more than one (1) timetable or deadline is provided for the performance of any obligation by Lessee, the shorter of the timetables or deadlines shall apply.

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**45. ABANDONMENT.** If Lessee shall abandon the Premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises or anywhere in the Project shall, at the sole option of Lessor and to the fullest extent permitted by applicable law, be deemed to have been abandoned and shall become the personal property of Lessor, without the requirement of any notice being given to Lessee or the public. Lessee hereby waives any rights to notice or the recovery of such personal property under any applicable laws and statutes.

**46. HAZARDOUS MATERIALS.**

**46.1 Hazardous Materials and Laws.** "Hazardous Materials Laws" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including "common-law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, or soil and ground water conditions. "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is a flammable, explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, gasoline, petroleum product, polychlorinated biphenyls or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, designated in, or governed by any Hazardous Materials Law; (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; and/or (iv) gives rise to any liability, responsibility, or duty on the part of Lessee or Lessor with respect to any third party under any Hazardous Materials Law.

**46.2 Use.** Lessee shall not allow any Hazardous Material to be used, generated, released, stored, or disposed of in, on, under or about, or transported from, the Premises or the Project, unless: (i) such use is specifically disclosed to and approved by Lessor (which approval may be granted or withheld in Lessor's sole discretion) prior to such use; and (ii) such use is conducted in compliance with the provisions of this Section 46. Lessor may approve such use subject to conditions to protect the Project, the Premises and Lessor's interests. Lessor may, without limitation, withhold approval if Lessor determines that such proposed use involves a risk of a release or discharge of Hazardous Materials or a violation of any Hazardous Materials Laws or that Lessee has not provided adequate assurances of its ability to remedy such a violation and fulfill its obligations under this Section 46. Notwithstanding the foregoing, this provision shall not be construed or understood to prohibit Lessee from allowing Hazardous Materials to be brought upon the Premises so long as they are Hazardous Materials which are customary and common to the normal course of business in the construction or operation of a first-class business operation, and so long as such Hazardous Materials are used, stored and disposed of in strict accordance with all applicable Hazardous Materials Laws. Upon the expiration of the Term or sooner termination of this Lease, Lessee shall remove any equipment, improvements or storage facilities utilized by Lessee or any Transferee, or their respective agents, contractors, employees, concessionaires, licensees, or invitees in connection with any Hazardous Materials and shall clean up, detoxify, repair and otherwise restore the Premises to a condition free of Hazardous Materials.

**46.3 Compliance with Laws.** Lessee and all Transferees and each of their respective agents, contractors, employees, assignees, licensees, concessionaires, and invitees shall strictly comply with, and shall maintain the Premises in compliance with, all Hazardous Materials Laws. Lessee shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for operations on the Premises under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Lessor's request, Lessee shall deliver copies of, or allow Lessor to inspect, all such permits, licenses, and approvals. Lessee shall not perform any monitoring, investigation, clean-up, removal or other remedial work including, without limitation, the preparation and implementation of any closure, remedial action or other required plans in connection therewith (collectively, "Remedial Work") in response to the presence of any Hazardous Materials in or about the Premises or the Project, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises or the Project, without first notifying Lessor of Lessee's intention to do so and affording Lessor ample opportunity to appear or otherwise appropriately assert and protect Lessor's interest with respect thereto. Lessor shall have the right to intervene in any governmental action or proceeding involving any Remedial Work, and to approve performance of the work,

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in order to protect Lessor's interests. Upon Lessor's approval of the work to be performed and provided that Lessor does not elect to perform said work as provided hereinbelow, Lessee shall perform any Remedial Work required as a result of any release or discharge by Lessee or any Transferee of Lessee or their respective agents, contractors, employees, licensees, concessionaires, or invitees of Hazardous Materials affecting the Premises or the Project or any violation of Hazardous Materials Laws by Lessee or any Transferee of Lessee or their respective agents, contractors, employees, licensees, concessionaires, or invitees. Lessor shall have the right, but not the obligation, to remedy any violation by Lessee of the provisions of this Section 46 or to perform any Remedial Work which is necessary or appropriate as a result of any governmental order, investigation or proceeding and Lessee shall pay, upon demand, all costs (including attorneys' fees and costs and other costs) incurred by Lessor in remedying such violations or performing all Remedial Work, together with interest thereon at the interest rate set forth in Section 19 hereof from the date of payment by Lessor.

**46.4 Notice; Reporting.** Lessee shall notify Lessor within two (2) days after any of the following: (i) a release or discharge of any Hazardous Material, whether or not the release or discharge is in quantities that would otherwise be reportable to a public agency; (ii) Lessee's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (iii) Lessee's receipt of any warning, notice of inspection, inquiry, notice of violation or alleged violation, or Lessee's receipt of notice or knowledge of any proceeding, investigation or enforcement or regulatory action, pursuant to any Hazardous Materials Laws; (iv) Lessee's receipt of notice or knowledge of any report made to any environmental agency arising out of or in connection with any Hazardous Materials in or about the Premises or the Project or removed therefrom, including any complaints, notices, inquiries, warnings or asserted violations in connection therewith; or (v) Lessee's receipt of notice or knowledge of any claims made or threatened by any third party against Lessor, Lessee, the Project or the Premises relating to any loss or injury resulting from Hazardous Materials. Lessee shall deliver to Lessor copies of all test results, reports and business or management plans required to be filed with any governmental agency pursuant to any Hazardous Materials Laws. In connection with any Hazardous Materials involving the Premises or the Project with respect to which Lessee is responsible hereunder, Lessee shall make all reports and filings required by any Hazardous Materials Laws and provide Lessor with the same for Lessor's review and approval prior to filing.

**47. OFAC AND ANTI-MONEY LAUNDERING COMPLIANCE CERTIFICATIONS.** Lessee hereby represents, certifies and warrants to Lessor as follows: (i) Lessee is not named and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order, including without limitation Executive Order 13224, or the United State Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control ("OFAC"); (ii) Lessee is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) none of the proceeds used to pay rent have been or will be derived from a "specified unlawful activity" as defined in, and Lessee is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities. Furthermore, Lessee agrees to immediately notify Lessor if Lessee was, is, or in the future becomes, a "senior foreign political figure," and immediate family member or close associate of a senior foreign political figure," within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything in this Lease to the contrary, Lessee understands that this Lease is a continuing transaction and that the foregoing representations, certifications and warranties are ongoing and shall be and remain true and in force on the date hereof and throughout the term of the Lease and that any breach thereof shall be a Default under the Lease (not subject to any notice or cure rights) giving rise to Lessor's remedies, including, but not limited to, eviction, and Lessee hereby agrees to defend, indemnify and hold harmless Lessor from and against any and all Losses and Liabilities arising from or related to any breach of the foregoing representations, certifications and warranties.

**48. SURVIVAL OF OBLIGATIONS.** The provisions of this Lease respecting the obligation of Lessee to pay any sum owing or to perform any act after the expiration of the Term or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease.

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**49. HEADINGS.** The headings used in this Lease are inserted for reference purposes only and do not affect the interpretation of the terms and conditions hereof.

**50. COUNTERCLAIM.** In the event that Lessor commences any summary proceedings or action for non-payment of Rent, Lessee shall not interpose any counterclaim of any nature or description in any such proceeding or action.

**51. NO RIGHTS OF THIRD PARTIES.** None of the promises or undertakings made herein are for the benefit of any party which is not a Party to this Lease, except that (i) Lessor's lenders (current or future) shall be entitled to the benefit of the lender protection rights included herein expressly for its benefit, and (ii) with respect to the estoppel certificate provisions set forth in Section 16 above, the third parties described therein shall be entitled to rely upon the provisions expressly provided for their benefit in Section 16.

**52. FORCE MAJEURE.** The time within which the Parties shall be required to perform any act under the Lease, other than the payment of Rent or performance of other financial obligations of Lessee under the Lease, shall be extended by a period of time equal to the number of days during which performance of such act is actually delayed due to acts of God, supernatural causes, strikes, lockouts, fire, earthquake, flood, explosion, war, invasion, terrorism, insurrection, riot, mob violence, acts of the public enemy, epidemics, pandemics, quarantine or shelter in place restrictions, freight embargoes, unusually severe weather, the act or failure to act (where required under the Lease) by the other Party, regulations or controls not contemplated by the Lease or otherwise reasonably foreseeable, court order, remediation of Hazardous Materials located in or upon the Premises, or other like events which are completely and strictly beyond a Party's control (which shall in no event include the financial condition of Lessee or its business operations at the Premises, or economic conditions in general). The additional grace period or extension of time provided above shall be equal to the period of actual delay caused by the above-described event(s), which period shall commence to run from the time the underlying cause actually resulted in an actual delay to the affected Party and shall terminate upon termination of the underlying cause of the actual delay. A Party wishing to invoke this Section 52 shall notify the other Party to the Lease, in writing, of that intention as soon as reasonably possible after the commencement of the actual delay and shall, at that time, specify the reasons for the delay, the specific provision of the Lease which will be delayed as a result, and the period of such extension if known, or if not known, a reasonable estimate thereof.

**53. CITY APPROVAL.** As a condition precedent to Lessor's obligations hereunder, Lessor must receive written approval ("**City Approval**") of this Lease from the City of Redondo Beach. In the event City Approval is not received on or before the later to occur of (i) one hundred twenty (120) days after the Effective Date, and (ii) any other timetable stated in this Lease for any contingency to obtain City Approval, (the "**City Approval Deadline**"), then Lessor may, by delivering written notice to Lessee, at any time thereafter, elect to terminate this Lease, whereupon (i) this Lease shall terminate upon delivery of such notice by Lessor, and neither Party shall thereafter have any further liability or obligation to the other hereunder (except for obligations which have previously accrued and remain unpaid, any obligations which survive the termination of the Lease), and (iii) Lessee shall have no further rights whatsoever with respect to the Premises, including but not limited to any rights of entry or occupancy. In connection with the foregoing, Lessee shall execute and deliver to Lessor, concurrently with the execution and delivery of this Lease, the "City of Redondo Beach Addendum to Sublease" ("**City Addendum**") in the form attached hereto as the Exhibit number listed for it in Section 1.24 of the Basic Lease Provisions. The terms and provisions of the City Addendum are, by this reference, hereby fully incorporated into and made a part of this Lease and any failure by Lessee to comply with the City Addendum shall constitute a Default under this Lease.

**54. GROUND LEASE.** Although this document is titled a "Lease" and the Parties hereto are identified as "Lessor" and "Lessee", this Lease is technically a sublease between Lessor (as a sublessor), and Lessee (as a sublessee), and is subject to all of the terms and conditions of that certain ground lease (as amended, and as amended as of the Effective Date and as it may be further amended and restated from time to time, the "**Ground Lease**"), dated July 1, 2008, by and between the City, as "**Ground Lessor**" and Lessor, as "**Ground Lessee**". The Ground Lease, which by this reference is fully incorporated herein, demises to Ground Lessee the real

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Lessor's Initials: 

property upon which the Premises, the Building, and the Project are located and requires that this Lease be and remain subordinate to the Ground Lease. Accordingly, the occupancy and use of the Premises are subject to the terms and conditions of the Ground Lease, and Lessee shall not do or fail to do anything which would constitute a violation of the terms and conditions of the Ground Lease. A copy of the Ground Lease is available for review at the office of the property manager for the Project. If the Ground Lease is terminated, this Lease shall terminate simultaneously (unless Ground Lessor and Lessee reach an agreement to extend this Lease) and Lessor and Lessee shall thereafter be released from all obligations under this Lease except Lessee shall remain liable for all Rent (as defined in Section 4.5) owing hereunder until the date of such termination and thereafter shall remain liable for those obligations which survive the termination of this Lease. If at any time during the Term or any extension or renewal thereof, Lessee's tenancy is or becomes inconsistent with the terms and conditions of Lessor's Ground Lease, Lessor shall have the right to terminate this Lease upon sixty (60) days written notice to Lessee. In the event of an early termination or modification of this Lease as stated herein, Lessee agrees to hold Lessor harmless and Lessor shall have no liability whatsoever for any Lessee Losses and Liabilities occasioned thereby, and Lessor's and Lessee's sole rights and remedies, each against the other (if any), shall be as stated in Section 14 hereof, the same as if a Condemnation had occurred.

Lessee, for the benefit of Lessor and the City of Redondo Beach hereby warrants, represents, and agrees that: (i) the Ground Lease has been made available to Lessee for its review, and Lessee's use and occupancy of the Premises shall not result in any violation of any of the terms and conditions of the Ground Lease, (ii) Lessee shall not discriminate against any person or class of persons by reason of gender, race, color, creed, ancestry, national origin, age, sexual preference, physical handicap or medical condition, and shall make its goods and services available to all persons on a nondiscriminatory basis, (iii) neither the execution of the Lease nor Lessee's operations under the Lease shall result in the violation of any statutes, ordinances, rules, codes, requirements, regulations, and the like, of any governmental authority, whether federal, state, or local, or court, including, but not limited to, the City of Redondo Beach and the County of Los Angeles, (iv) unless caused by the negligence or willful misconduct of the City of Redondo Beach, its officers, agents, employees, or contractors, Lessee hereby waives all claims against the City of Redondo Beach for damages to goods, wares, merchandise, personal property, installations, or other improvements in, upon, or about the Premises, and (v) Lessee will indemnify, defend and hold the City of Redondo Beach harmless against and from any and all third-party claims arising from Lessee's use or occupancy of the Premises or otherwise arising from the acts or omissions or Lessee and Lessee's Representatives. The provisions of this Section 54 shall survive the expiration or sooner termination of this Lease. Should Lessor increase or reduce the size of the Project by amendment of the Ground Lease and, in such event, Lessee's Share of CAM Expenses shall be recalculated. Lessee agrees, at the request of Lessor or the City of Redondo Beach, to submit and/or execute such further documents as shall be required to (i) obtain the City's approval of this Lease, and/or (ii) affirm that this Lease is subject and subordinate to the Ground Lease.

**55. ADDENDUM AND EXHIBITS.** The Addendum and all Exhibits to the Lease that have been referred to in this Lease are attached hereto and incorporated herein by reference. Any capitalized terms used in the Addendum and any of the Exhibits shall have the same meaning as the same capitalized terms have in the Lease, unless otherwise defined in the Addendum or Exhibits.

**56. COUNTERPARTS.** This Lease may be executed in any number of counterparts and transmitted electronically, and each such counterpart shall be deemed an original for all purposes, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Lease as of the date first written above.

**[SIGNATURES ON NEXT PAGE]**

**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100"l" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials:   
Lessor's Initials: 

<b>"LESSOR"</b> <b>RDR PROPERTIES, LLC</b>	<b>"LESSEE"</b> <b>SOUTH BAY LIVE, LLC</b>
By  <u>Robert D. Resnick</u> 06/30/25 Robert D. Resnick, President	By  <u>Daryl Robert Swensson</u> 06/26/25 Daryl Robert Swensson, Manager & Officer
	By  <u>Brenton Randall Reger</u> 06/26/25 Brenton Randall Reger, Manager & Officer
	By  <u>Joseph Patrick Smith</u> 06/26/25 Joseph Patrick Smith, Manager & Officer

**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100"l" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials:  DRS  BRR  JPS  
Lessor's Initials:  RDR

# Redondo Landing - On The Pier

## ADDENDUM TO STANDARD LEASE (NNN)

### 100"I" and 100"J" FISHERMAN'S WHARF

#### South Bay Live, LLC

THIS ADDENDUM is dated for reference purposes only as of December 1, 2022 ("**Effective Date**"), and made with reference to that certain Lease ("**Lease**") with the same Effective Date, by and between RDR Properties, LLC, a California limited liability company ("**Lessor**") and SOUTH BAY LIVE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("**Lessee**") for the lease of 100"I" and 100"J" Fisherman's Wharf Redondo Beach California (the "**Premises**"). Notwithstanding anything in the Lease to the contrary, the provisions set forth in this Addendum are deemed to be part of the Lease, as of the date first set forth above. In the event of any conflict between the Lease and this Addendum, the terms and conditions of this Addendum shall control. All capitalized terms used in this Addendum, unless otherwise specifically defined in this Addendum, shall have the same meanings defined for such terms in the Lease.

**57. Rent Abatement.** As an inducement or consideration for Lessee's entering into this Lease, Minimum Monthly Rent and Lessee's Share of CAM Expenses payable under the Lease shall be abated for the first eight (8) months following the Commencement Date, and shall be conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of the Lease. Upon a Default of this Lease by Lessee, the abatement of Rent provided in this Section 57 shall automatically, and without notice to Lessee, be deemed deleted from this Lease and (a) there shall be no further abatement, and (b) any abatement of Rent already provided by Lessor shall be immediately due and payable by Lessee to Lessor.

**58. Signage.** Lessee (i) shall install permanent signage on the exterior of the Premises, and (ii) have the right to display a grand opening promotional banner in location(s) approved in advance, in writing, by Lessor, subject to (i) Lessee's submittal of plans to and receipt of all prior written approval(s) from Lessor as required under the Lease, and (ii) Lessee's compliance with all Governmental Requirements including, but not limited to, obtaining the City's and any other required regulatory agency's prior written permits and approvals.

**59. Furniture, Fixtures, and Equipment.** All existing furniture, fixtures, and equipment in the Premises as of the Effective Date ("**FF&E**") is and shall remain the sole property of Lessor. Without payment of any key money to Lessor, Lessee shall be permitted to use any FF&E in place at the Premises at the time of Tender of Possession. Lessor makes absolutely no warranties or representations of any kind as to the condition, functionality, fitness for any purpose, or useful life of any of the FF&E, and it will be Lessee's sole responsibility, at Lessee's sole cost, to maintain, repair, or at Lessee's option replace any or all of the FF&E during the Term such that the Premises are returned to Lessor with all FF&E present, in place, and in substantially the same condition as they were in on the Effective Date, ordinary wear and tear excepted.

**60. Entertainment; Dancing Licenses; Lines.** Lessee shall apply to the City of Redondo Beach for an entertainment permit to have live entertainment and dancing at the Premises. Lessee agrees not to conduct, make application to conduct, or modify any existing permit to conduct any business activities (including live music and dancing) requiring an entertainment and/or dancing permit from the City without first obtaining Lessor's prior written consent and next the prior written consent of the City. Lessee shall submit a written plan to Lessor, for Lessor's written approval, for lining up patrons waiting to enter the Premises, in an orderly fashion, and shall only allow such lines to be formed in the areas approved by Lessor in writing. Lessee agrees to have live music no less than four (4) times per week.

**61. Lessor's Work.** Prior to the Tender of Possession to Lessee, Lessor shall, at Lessor's expense: (i) have a one-time servicing performed of the existing HVAC System, so that it is delivered operational, and (ii) inspect

*Redondo Landing - On The Pier*

Lessee's Initials:   
Lessor's Initials: 

and if necessary perform a one time servicing of the existing main electrical panel in the Premises so that it is delivered in operational condition. Lessee’s acceptance of the Tender of Possession shall constitute Lessee’s complete and irrevocable agreement that Lessee has carefully inspected the entire Premises and that Lessor has fully performed all work required of Lessor under this Lease to Lessee’s complete satisfaction. Neither Lessor nor any Affiliates or Representatives of Lessor has made and will make any representations or warranties, of any type or nature, as to the condition, fitness for any particular purpose, or useful life of the Premises or any part of the Premises, and by accepting the Tender of Possession Lessee agrees that Lessee has completely and irrevocably accepted them in their then as-is and where-is condition, and that Lessee shall be responsible, at Lessee’s sole cost, for all maintenance, repairs, and replacements of same pursuant to the terms of Section 7.2 of this Lease.

**62. Status of Lessor.** Lessee acknowledges and agrees that (i) Lessee is aware that Lessor is a licensed Attorney and Lessor is not acting and shall not act at any time in the future in this capacity with reference to this transaction or any other transaction with Lessee, (ii) Lessee has not received or relied upon (and will not at any time in the future receive or rely upon) any legal, financial or brokerage services or advice from Lessor or any of Lessor’s agents, employees, or representatives, for any purpose, and (iii) Lessee has had the full opportunity to have this Lease and Lessee’s own independent business and financial plans reviewed by the attorneys, accountants, contractors, consultants, and/or other advisors and representatives of Lessee’s choice and has not relied on any advice, plans or forecasts prepared by or received from Lessor.

**63. City Addendum to Sublease.** Lessee agrees to execute the City Addendum to Sublease (“**City Addendum**”) attached to this Lease as Exhibit 7, which City Addendum is fully incorporated into and made a part of the Lease. Lessee agrees to execute a modified version of the City Addendum, at the request of the City, so long as such modifications requested by the City do not materially modify Lessee’s rights or obligations under the Lease.

**64. Contingencies.** In the event of the failure of either of the contingencies stated in the following Subsections A and B (each a “**Contingency**” and collectively the “**Contingencies**”) to be satisfied on or before the dates (each a “**Contingency Deadline**”) stated next to each of the below Contingencies, then either Lessor or Lessee may terminate this Lease, upon five (5) days written notice to the other, delivered at any time after the applicable Contingency Deadline has passed; In the event this Lease is terminated by either Party due to the failure to satisfy either of the Contingencies, then Lessee and Lessor shall have no further obligations to each other under the Lease, except for any obligations (i) which accrued prior to such early termination, and (ii) that would otherwise survive the natural expiration of the Lease. In such event, Lessee shall have no further rights with respect to this Lease or the Premises. The Contingencies are:

**A. City Approval of Lease.** Approval of this Lease by the City of Redondo Beach within one hundred twenty (120) days of the Effective Date.

**B. ABC Approval.** California Department of Alcoholic Beverage Control (“**ABC**”) approval of Lessee’s purchase and use of a type 48 liquor license at the Premises within one hundred eighty (180) days of City approval of this Lease as set forth in the preceding Subsection A; provided, however, that in no event shall Lessee have the right to terminate this Lease due to Lessee’s failure to obtain ABC Approval pursuant to this Section 64.C unless Lessee has exercised diligent, continuous, and best efforts to obtain ABC Approval, including, but not limited to (i) entering into an escrow to purchase an ABC License within fifteen (15) days of the execution of the fulfillment of the contingencies set forth in Subsection A, and (ii) applying to the ABC for approval of Lessee’s application within five (5) days of Lessee’s opening of an escrow to purchase an ABC License.

**65. Minimum Monthly Rent During Option Period.** At the commencement of the Option Period (the “**FMR Adjustment Date**”), Minimum Monthly Rent shall be adjusted to the then fair market rent (“**FMR**”) (See *Section 19 of the Basic Lease Provisions*), as follows:

**A. Determination of FMR.** Lessor shall determine, in Lessor’s sole discretion, the FMR per square foot for the Premises as of the FMR Adjustment Date. Lessor’s determination of FMR per square foot shall be based on three (3) comparable and fully built out and ready to operate rental spaces (“**the FMR Comps**”) in coastal business districts in or similar to the City of Redondo Beach harbor area, either then being advertised for lease to the public, or having been incorporated into a recently executed new lease or a lease renewal, without

**Redondo Landing – On The Pier**

Lessee’s Initials:   
Lessor’s Initials: 

regard to or deduction for any rent concessions, tenant improvements, relocation costs, and/or brokerage commissions offered or paid by the landlord(s) or granted to the tenant(s) in any of the FMR Comps.

**B. Minimum Monthly Rent Adjustment.** The Minimum Monthly Rent payable by Lessee under the Lease as of the FMR Adjustment Date shall be the greater of (i) FMR for the Premises as determined in the preceding Section 65.A, or (ii) the Minimum Monthly Rent payable by Lessee under the Lease immediately prior to the FMR Adjustment Date increased by five percent (5%).

**C. Notification to Lessee of Minimum Monthly Rent.** Lessor shall endeavor to notify Lessee ("**Lessor's FMR Notice**"), no less than ninety (90) days prior to the FMR Adjustment Date, of the Minimum Monthly Rent payable by Lessee as of the FMR Adjustment Date. However, if for any reason Lessee receives Lessor's FMR Notice after the FMR Adjustment Date, then such adjustment to FMR shall be retroactive to the FMR Adjustment Date and the balance (if any) of Minimum Monthly Rent owed to Lessor for the period between the FMR Adjustment Date and the date Lessee receives Lessor's FMR Notice shall be payable by Lessee within five (5) business days of Lessee's receipt of Lessor's FMR Notice.

**D. Monthly Base Rent Adjustments During Option Period.** On each annual anniversary of the commencement date of the Option Period, the Minimum Monthly Rent payable under the Lease shall be increased by five percent (5%) per annum.

**66. Exclusive Right To Expand into Unit 100"J".**

**A. Lessee Right to Expand the Premises.** For a period of nine (9) months following the Lease Commencement Date ("**Lessee's Expansion Period**"), Lessee shall have the exclusive right to expand the definition of Premises under the Lease ("**Lessee's Exclusive Expansion Right**") to include the adjacent basement rental space known as Unit "J" which is approximately 6,000 square feet, with the main entrance being the east-facing wooden doors on the Pier level (See Exhibit A to the Lease). Lessor agrees to not enter into a lease with anyone but Lessee for Unit "J" during Lessee's Expansion Period, and Lessee may exercise Lessee's Exclusive Expansion Right by giving Lessee's unconditional and irrevocable written notice ("**Lessee's Expansion Notice**") to Lessor on or before the first day of the Eighth (8<sup>th</sup>) full calendar month following the Lease Commencement Date ("**Lessee's Expansion Notice Deadline**"). In the event that Lessor has not received Lessee's Expansion Notice before Lessee's Expansion Notice Deadline, then Lessee's Exclusive Expansion Right shall automatically expire, without the need for any notice to Lessee, and Lessor shall be free to enter into a lease agreement for Unit "J" with anyone of Lessor's choosing without any liability to Lessee.

**B. Tender of Possession of Unit "J".** In the event that Lessee effectively exercises Lessee's Exclusive Expansion Right, then, subject to the terms and conditions of Section 3.2 of the Lease, Lessor shall make its Tender of Possession of Unit "J" to Lessee for Lessee's use and occupancy in compliance with the terms of this Lease within ten (10) business days after Lessor's receipt of Lessee's Expansion Notice.

**C. Rent and Security Deposit Increases.** In the event that Lessee effectively exercises Lessee's Exclusive Expansion Right, then, effective on the date Lessor makes a Tender of Possession of Unit "J" to Lessee, the Rent and Security Deposit due under the Lease shall be increased as follows:

**(i) Minimum Monthly Rent.** Minimum Monthly Rent shall be increased by one hundred fifty percent (150%) of the amount that would otherwise be due for Unit "I" (Unit "J" being 150% of the size of Unit "I") if Lessee had not effectively exercised Lessee's Exclusive Expansion Right. (see Section 1.10)

**(ii) Lessee's Share of CAM Expenses.** Lessee's Share of CAM Expenses shall be increased to thirty-one and 206/1000% percent (31.206%). (see Section 1.15)

**(iii) Security Deposit.** Lessee shall increase its Security Deposit held by Lessor, prior to Lessor's delivery of possession of Unit "J" to Lessee and then from time to time as required under the

**Redondo Landing - On The Pier**

Lessee's Initials:   
Lessor's Initials: 

Lease, by one hundred fifty percent (150%) of the amount that would otherwise be due for Unit "I" (Unit "J" being 150% of the size of Unit "I").

**67. Lessee's Improvements.** Lessee shall install, at Lessee's sole cost, all tenant improvements, and furniture, fixtures and equipment, which shall conform to plans and specifications submitted by Lessee to Lessor for Lessor's prior written approval pursuant to the terms of the Lease, including but not limited to Exhibit 3 to the Lease. Lessee shall have the right to display grand opening promotional banners on the outside of the Premises, as approved in advance by Lessor in writing, for up to 4 months, and subject to Lessee's compliance with all City regulations.

**68. Digital Window Monitor.** Lessee shall have the right to install one (1) small digital monitor inside one of the windows in the glass enclosed stairwell entry to Unit 100"I" which is visible to the public from outside the glass enclosed stairwell area, subject to (a) Lessor's prior written approval of the size, location, appearance, method of attachment, and content of the proposed digital monitor system, (b) the content does not include any third party related advertising, promotions, or other content, and (c) such installation complies with and does not violate any Governmental Requirements.

**69. Failure to Pay.** Section 13.1(c) is amended to read as follows:

**(c) "Failure to Pay.** the failure by Lessee to cause Lessor to receive any payment within five (5) days of the date it was due, with or without notice (which shall not be required) from Lessor, of Minimum Monthly Rent, Percentage Rent, Lessee's Share of CAM Expenses, or any other Rent payable by Lessee to Lessor (or to the City of Redondo Beach, as required under the Lease or by any Governmental Requirement), regardless of if and when any interest or any Late Charges are charged to or payable by Lessee under the Lease;"

**70. Removable Personal Property.** Removable Personal Property (as defined in Section 18.2 of the Lease) shall include any sound systems, LED Lighting fixtures, and digital walls installed by Lessee, unless otherwise agreed upon by Lessee and Lessor.

**71. Duty to Surrender; Restoration of Premises.** The entire sentence which begins on line 10 of Section 18.2 of the Lease is amended to read as follows: "Lessor may require Lessee to remove, within the last thirty (30) days of the Term or upon its sooner termination, at Lessee's sole cost and expense, any or all of Lessee's (a) fixtures affixed to the Premises by or at the direction of Lessee, (b) Tenant Improvements and/or Alterations made to or affixed to the Premises by or at the direction of Lessee without obtaining (i) the prior written approval of Lessor, and/or (ii) any building permits that were required in accordance with Governmental Restrictions, and (c) Tenant Improvements and/or Alterations made to or affixed to the Premises by or at the direction of Lessee with the prior written approval of Lessor and which Lessor designated at the time of such approval shall be removed at the expiration or earlier termination of the Lease."

**72. Shared Basement HVAC System.** Unit "I" and Unit "J" both share and utilize the same heating, ventilation and air conditioning equipment and system (the "**Basement HVAC System**"). In the event that (a) Lessee does not effectively exercise Lessee's Exclusive Expansion Right to expand into Unit "J" as set forth above in Paragraph 66 of this Addendum, and (b) Lessor enters into one or more written leases with parties other than Lessee or an Affiliate of Lessee for the use and occupancy of 100"J" (the "**Other 100J Occupants**"), then effective upon the commencement date of each such lease with Other 100"J" Occupants, and for the period of time that each of such other leases remains in effect (i.e., has not expired or been terminated), then: (i) the Basement HVAC System shall be shared and utilized by both Lessee and the Other 100J Occupants, (ii) Lessee shall remain solely responsible for performing and paying for the preventive maintenance, repair, and replacement of the HVAC System and all of its components (the "**HVAC Costs**"), (iii) Lessor shall reimburse Lessee for sixty percent (60%) of the HVAC Costs, within thirty (30) days of Lessor's receipt of Lessee's written request for such reimbursement which request shall also include copies of all bills from and checks written to third party vendors, and (iv) Lessor shall reimburse Lessee for sixty percent (60%) of the costs of utility service ("**HVAC Utility Costs**") billed to Unit "I" and Lessee shall reimburse Lessor for forty percent (40%) of the costs of HVAC Utility Costs billed

**Redondo Landing - On The Pier**

Lessee's Initials:   
Lessor's Initials: 

to Unit "J", for the operation of the Basement HVAC System condenser units, as such HVAC Utility Costs may be estimated by Lessor from time to time in Lessor's sole and absolute discretion.

**73. Confidentiality.** Lessee agrees to maintain the contents of the Lease and all Exhibits and addenda thereto, in strict confidentiality and not to disclose any of its terms and conditions to any third party directly or indirectly associated with the Redondo Landing, RDR Properties, LLC, or Robert D. Resnick, including but not limited to other past, present, and future tenants or prospective tenants of Lessor, except for privileged communications between Lessee and its Attorney, tax preparer, the City of Redondo Beach, and otherwise by court order.

**74. No Other Changes to the Lease.** Except as expressly provided in this Addendum, all terms and conditions of the Lease shall remain in full force and effect.

**"LESSOR"**

**"LESSEE"**

**RDR PROPERTIES, LLC**

**SOUTH BAY LIVE, LLC**

 Robert D. Resnick 06/30/25  
By: Robert D. Resnick, President

 Daryl Robert Swensson 06/26/25  
By: Daryl Robert Swensson, Manager & Officer

 Brenton Randall Reger 06/26/25  
By: Brenton Randall Reger, Manager & Officer

 Joseph Patrick Smith 06/26/25  
By: Joseph Patrick Smith, Manager & Officer

**Redondo Landing - On The Pier**

Lessee's Initials:  DRS  BRR  JPS  
Lessor's Initials:  RDR \_\_\_\_\_

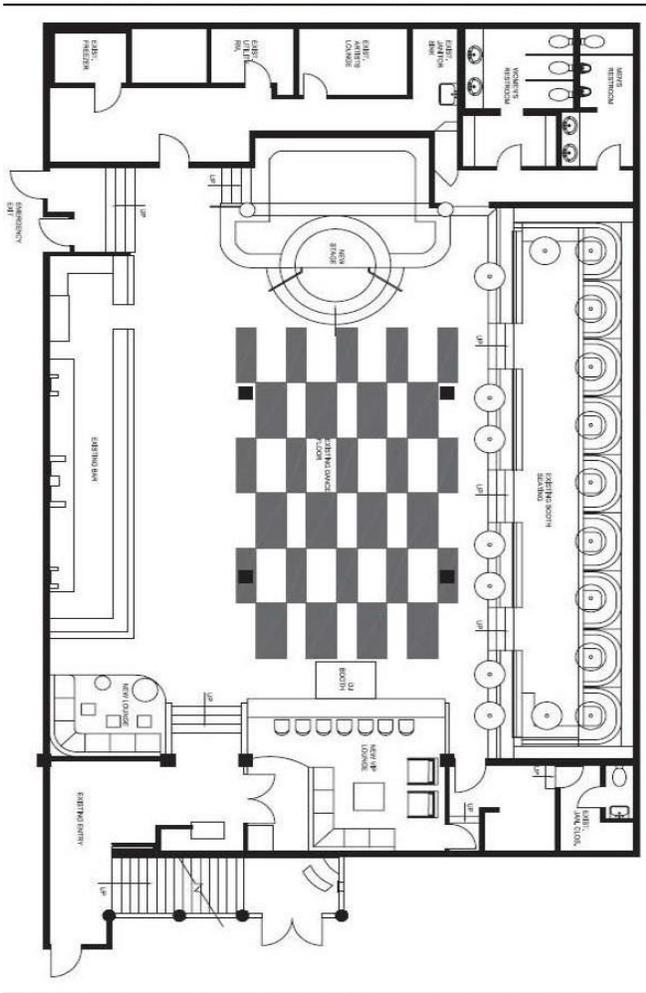
# EXHIBIT 1

## MAP OF THE PREMISES

Dated: MAY 19, 2025

BY AND BETWEEN  
RDR Properties, LLC as "Lessor" and SOUTH BAY LIVE, LLC as "Lessee"

### UNIT 100"J"



### UNIT 100"1"



**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100'1" and 100'J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials: DRS BRR IPS

Lessor's Initials: RDR

**EXHIBIT 2**  
**RULES AND REGULATIONS FOR**  
**THE REDONDO LANDING – ON THE PIER**

Dated: MAY 19, 2025

**BY AND BETWEEN**  
**RDR Properties, LLC as “Lessor” and SOUTH BAY LIVE, LLC as “Lessee”**

1. No sidewalks, patios, stairs, parking areas, walkways, or other outdoor areas or common areas shall be used (i) to display, sell, solicit orders for sale, distribute, store, or place any merchandise, equipment, machinery, supplies, fixtures, furniture device, or other property of Lessee or Lessee’s agents, employees, or delivery personnel, (ii) to exhibit or distribute any sign, placard, banner, flier, notice, advertisement, promotion, circular, booklet, handbill, leaflet, placard, or other material, (iii) to solicit membership in any organization, group, or association, or contributions for any purpose, or (iv) to parade, patrol, picket, demonstrate, or engage in conduct that might interfere with the use of the common areas or be detrimental to any of the business establishments in the Project.

2. Lessor reserves the right to refuse access to the Project to any persons whom Lessor in good faith judges to be a threat to the safety, reputation, property, or business operations of the Project or any of its occupants. In the case of invasion, mob, riot, public excitement, an act of terrorism or other like circumstances, Lessor reserves the right to prevent access to the Premises during the continuance thereof by such action as Lessor may deem appropriate, including closing and locking doors, without any liability or abatement in Rent.

3. No person may go upon the roof of the Project, except to service rooftop mechanical equipment, or in the case of emergency and imminent threat of injury to a person or property.

4. The common area elevator shall be used only for public and handicapped access and deliveries to the upper level tenants. Lessee and it’s employees shall not use the elevator for everyday use unless required for a disabled person’s access to the upper level of the Project. When used to carry deliveries, the interior walls of the cab shall be covered with protective material at all times.

5. Plumbing fixtures shall not be used for any purpose other than for which they were constructed, including but not limited to being used for depositing sanitary napkins, towels, rags, liquids, chemicals, solid waste, and rubbish.

6. Walls, floors and ceilings shall not be defaced in any way, and no one shall be permitted to mark, drive, nail, screw, drill into, paint, or in any way mar any Project surface, except that pictures, certificates, licenses and similar items normally used in Lessee’s business may be carefully attached to the walls to cause as little damage as possible. Upon removal of such items by Lessee, any damage to the walls or other surfaces, except minor nail holes, shall be repaired by Lessee.

7. All trash, refuse, and waste materials shall be disposed into containers approved by Lessor and the City of Redondo Beach, no less than once every 24 hours. Boxes shall be broken down before being placed in containers.

8. The Premises shall not be used for lodging, and unless the Permitted Use of the Premises is for restaurant purposes, no cooking, shall be permitted in or about the Premises; however, the preparation of coffee, tea, hot chocolate and similar items by Lessee for its employees and business visitors shall be permitted. Lessee

***Redondo Landing – On The Pier***

Lessee’s Initials: 

Authentisign DRS	Authentisign BRR	Authentisign JPS
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Lessor’s Initials: 

RDR		
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shall not use or keep in or about the Premises any kerosene, gasoline or inflammable or combustible fluid or material.

9. Electric wiring of every kind and telephone outlets shall be installed in conduits concealed behind finish surfaces (such as drywall) and in compliance with applicable building codes.

10. The weight, size and position of all safes and other unusually heavy objects used or placed in the Premises shall be approved by a structural engineer. Articles of unusual size or weight and articles which exceed the design floor weight of the Premises are not permitted on the Premises.

11. No person shall be permitted to bring or keep within the Premises any animal, bicycle, cart, or other vehicle.

12. No tenant may install any antenna, loudspeaker or other device on the roof, exterior walls, Common Areas, or interior of the Project or the Premises; provided, however, that the foregoing shall not prohibit a tenant from installing a sound system within the interior of the Premises for the playing of music at sound levels which are not audible from the exterior of the Premises or within neighboring premises. In no event shall Lessee install sound equipment in the Outdoor Areas except with Lessor's prior written consent which may, in Lessor's sole discretion, be granted, withheld or withdrawn (if previously given). Lessee will not be permitted to sell lottery tickets from the Premises.

13. All keys shall be obtained from Lessor, and all keys shall be returned to Lessor upon termination of the Lease. If Lessee changes or adds any locks on doors, Lessee shall notify Lessor and provide copies of the new keys.

14. No motorized carts or hand trucks shall be used within the boundaries of the Project, or used by Lessee or any of Lessee's employees, contractors, vendors, suppliers, or invitees in any Common Area. All such carts and hand trucks shall be equipped with rubber tires and side guards.

15. Lessee assumes all risks from theft and vandalism and agrees to keep its Premises locked, secured, and protected as may be required to protect its Premises and its property.

16. Users of any parking areas shall obey all posted signs and park only in areas designated for vehicle parking.

17. Lessor and the City of Redondo Beach will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using any parking areas.

18. The maintenance, washing, waxing, or cleaning of vehicles in any parking area is prohibited.

19. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with all applicable parking rules, regulations, laws and agreements.

20. Nothing shall be thrown or be allowed to drop out of any window, down any stairway, or down any elevator shaft, and no device or object shall be placed, erected, or maintained in any window sills, or on top of any banister, handrail, or stair structure other than window blinds, drapes, or other partitions.

21. No device or substance which shall emit any discernable obnoxious odors, or any smoke, gas, or vapor shall be allowed to escape from Lessee's premises.

**Redondo Landing - On The Pier**

Lessee's Initials:   
Lessor's Initials: 

**22.** Lessee shall give written notice to Lessor within twenty-four (24) hours of any claim of liability, including for property damage or bodily injury to any person, made or threatened against Lessee with reference to the Premises, the Building, the Project, or Lessee's business operations.

**23.** Lessor reserves the right, from time to time, to rescind any one of these Rules and Regulations, as Lessor determines may be necessary or appropriate for the operation, maintenance, safety, care, appearance, and cleanliness of the Project, and for the preservation of order therein. Lessee hereby waives any claims against Lessor for Lessor's failure to enforce these Rules and Regulations against, or for waiving any one or more of these Rules and Regulations for the benefit of, another tenant in the Project.

**24.** These Rules and Regulations are not to be construed in any way to modify, alter, or amend, in whole or in part the Lease. If there are any conflicting provisions between these Rules and Regulations (as amended from time to time) and any provision in Lessee's Lease, the Lease shall control.

**25.** Lessee shall use its best efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Premises prior to 10:00 a.m. each day. Lessee shall not allow any delivery truck or other vehicle servicing the Premises to drive or park on the Pier or in any Common Area.

**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100"l" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials:   
Lessor's Initials:  \_\_\_\_\_

**EXHIBIT 3**

**TENANT IMPROVEMENTS**

**Dated: MAY 19, 2025**

**BY AND BETWEEN**

**RDR Properties, LLC as "Lessor" and SOUTH BAY LIVE, LLC as "Lessee"**

Lessee agrees to construct and complete all improvements in the Premises necessary for the initial startup and continuing operation of Lessee's business, including, but not limited to, those itemized at the end of this Exhibit 3. All such work, whenever performed ("**Tenant Improvements**") shall be completed at Lessee's sole cost and expense and in accordance with all the provisions of this Exhibit 3 and of the Lease.

**1. Preliminary Plans.** Within twenty (20) days of Lessor's Tender of Possession and at any other time Lessee desires to make Alterations or Tenant Improvements to the Premises, Lessee shall submit to Lessor (and at Lessor's option to Lessor's architect) two (2) sets of printed and one (1) digital disk containing pdf's of Lessee's preliminary plans, renderings, and specifications ("**Preliminary Plans**") for all interior and exterior Tenant Improvements in or to the Premises. The Preliminary Plans shall be prepared by a licensed architect approved by Lessor, shall comply with all applicable Restrictions and sound first class construction practices, and shall include all design details drawn to scale, including, but not limited to, elevations, floor plans, and sections, and color and material samples, including floor covering samples and paint colors, which Lessee intends to use in or about the Premises and all finish materials to be used on the exterior of the Premises. All materials submitted shall be tagged or otherwise identified, signed, and dated by Lessee. All such materials will be retained by Lessor. The Preliminary Plans shall also include plans, color renderings, and specifications for Lessee's exterior building signage. Lessor shall have ten (10) days after receipt of a complete set of Preliminary Plans within which to approve to disapprove the same. Any disapproval or approval with conditions by Lessor shall be accompanied by the reasons therefor. Lessee shall have an additional ten (10) days to make any revisions necessary to obtain Lessor's approval and shall submit revised Preliminary Plans to Lessor for approval in the same manner set forth above.

**2. Construction Drawings.** As soon as practicable after Lessor's approval of the Preliminary Plans, and in any event within thirty (30) days of Lessor's approval of Lessee's Preliminary Plans, Lessee shall cause to be prepared and submitted to Lessor for approval two (2) sets of printed and one (1) digital disk containing pdf's of Lessee's working drawings and specifications (the "**Construction Drawings**") for the Tenant Improvements prepared in conformity with the approved Preliminary Plans. The Construction Drawings shall be prepared by a licensed architect or engineer for Lessor's written approval, shall comply with applicable Restrictions and sound first class construction practices and techniques, and shall include a complete set of architectural (demo plans, floor plans, elevations, and sections), lighting, plumbing, mechanical, electrical, and structural engineering drawings, for the Tenant Improvements. In no event shall Lessee proceed with Construction Drawings until Lessor has approved in all respects Lessee's Preliminary Plans. Lessor shall have fifteen (15) days after receipt of a complete set of Construction Drawings within which to approve or disapprove the same. Any disapproval or conditional approval will be accompanied by the reasons therefor. Lessee shall promptly make any revisions necessary to obtain Lessor's approval and shall submit revised Construction Drawings to Lessor for Lessor's written approval prior to submission for a building permit.

**3. Lessee's Architect.** Upon Lessor's prior written consent, Lessee may use Lessor's architect for the preparation of Lessee's Preliminary Plans, Construction Drawings and/or any amendments thereto, but under separate contract with Lessee, at Lessee's sole cost and expense, and without any claims or liability against Lessor.

**Redondo Landing - On The Pier**

Lessee's Initials:   
Lessor's Initials: 

**4. Lessor's Approvals.** Lessor's approval of Preliminary Plans and Construction Drawings for the Tenant Improvements shall not be unreasonably delayed or withheld, provided that they comply with applicable Restrictions and sound construction practices and provide for improvements of first-class quality, suitable to a marine environment. All amendments to any Preliminary Plans or Construction Drawings shall be submitted to Lessor and also shall be subject to Lessor's written approval in accordance with the procedures set forth above for original Preliminary Plans and Construction Drawings, except that Lessor shall approve or disapprove any such amended Preliminary Plans or Construction Drawings within ten (10) days of receipt thereof. Lessee shall pay to Lessor, simultaneously with the execution of this Lease, a non-refundable Architectural Review fee, in the amount set forth in Section 1.17 of the Basic Lease Provisions, for Lessor's review of Lessee's Plans.

**5. Building Permit.** After approval by Lessor of the Construction Drawings for the Tenant Improvements, Lessee shall submit the Construction Drawings to the appropriate governmental authorities for entitlements, plan checking and building permits in accordance with all applicable Requirements. All governmental fees and charges with respect to the Tenant Improvements shall be paid by Lessee at its sole cost and expense. Lessee shall reimburse Lessor for all fees levied by any governmental entity, when such fees are related to the Tenant Improvements, and Lessor may elect to terminate this Lease should Lessee fail to reimburse Lessor for any such fees within ten (10) days of such demand. Any changes required in the Construction Drawings necessary to obtain the building permit for the Tenant Improvements shall first be approved in writing by Lessor. After final approval of the Construction Drawings, no further changes thereto may be made without the prior written approval of both Lessor and the agency providing the entitlements and/or building permits, and then only after agreement by Lessee to pay any excess costs resulting from such changes.

**6. Construction.** Promptly upon, and in any event no later than thirty (30) days after, Lessee's obtaining of all necessary government approvals, Lessee shall cause Lessee's Tenant improvements to be commenced and completed by a licensed, experienced, bonded, and insured, general contractor approved by Lessor, with such completion to occur on or before the Tenant Improvements Completion Date set forth in Section 1.22 of the Basic Lease Provisions. Lessee's Tenant Improvements shall be performed in accordance with the approved Construction Drawings, applicable laws, sound first class construction practices, and the following:

(a) Lessee shall not commence construction or installation of Lessee's Tenant Improvements unless and until Lessee shall have received written approval from Lessor of Lessee's general contractor for Lessee's Work.

(b) Prior to the commencement of any construction or installation of Lessee's Tenant Improvements, Lessee shall provide Lessor with a payment bond and/or a performance bond, or other form of cash or security, acceptable to Lessor as described in Section 7.3(d) of the Lease.

(c) Lessee's Tenant Improvements shall be commenced and completed as soon as practicable, and no delay in completion, whether or not beyond Lessee's control, shall extend the Commencement Date, Expiration Date, or any date on which any Rent or other payment is due from Lessee under the Lease.

(d) The provisions of Section 7.3 of the Lease shall be applicable to Lessee's Tenant Improvements, and Lessee shall promptly furnish to Lessor upon completion of Lessee's Tenant Improvements (A) a copy of a Notice of Completion bearing the recording stamp of the Los Angeles County Recorder, and (B) final lien releases or other evidence reasonably satisfactory to Lessor that all of Lessee's Tenant Improvements have been paid in full and that no claim of any mechanic or materialman may become a lien on the Premises or the Project.

**7. Failure of Lessee to Comply.** Any failure of Lessee to comply with any of the provisions contained in this Exhibit 3, within the times for compliance herein set forth shall be deemed a Default under the Lease entitling Lessor to exercise all remedies available to Lessor, including, but not limited to, those provided in Section 13 of the Lease.

**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100"J" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials: DRS BRR JPS  
Lessor's Initials: RDR

**8. Itemization of Lessee's Tenant Improvements.** LESSEE SHALL CONSTRUCT, AT LESSEE'S SOLE COST BASED UPON PLANS APPROVED IN ADVANCE IN WRITING BY LESSOR IN COMPLIANCE WITH THIS LEASE, A FIRST-CLASS OPERATING LIVE MUSIC PERFORMANCE NIGHTCLUB AND A SPORTS BAR LOUNGE AT THE PREMISES CONSISTENT WITH THE "PERMITTED USE".

**9. Minimum Cost to Lessee.** Notwithstanding any other provision of this Lease or this Exhibit 3 to the contrary, as a material inducement to Lessor to enter into this Lease with Lessee, Lessee agrees to spend, as a minimum, the amount of money stated in Section 1.23 of the Basic Lease Provisions, on the hard costs of actually constructing Lessee's Tenant Improvements (i.e., excluding architectural, engineering, consultant, and building permit fees.

*Redondo Landing - On The Pier*

1-15-12 Standard Lease Form  
100"I" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials:   
Lessor's Initials:  \_\_\_\_\_

**EXHIBIT 4**

**PROHIBITED USES**

**Dated: MAY 19, 2025**

**BY AND BETWEEN**

**RDR Properties, LLC as "Lessor" and SOUTH BAY LIVE, LLC as "Lessee"**

No portion of the Premises shall be used for or as (i) an industrial use or as an industrial plant; (ii) manufacturing, assembly, distillation, refining, smelting, agriculture or mining operations facility (with the exception of a brew pub if otherwise permitted herein); (iii) a processing or rendering plant; (iv) any law enforcement use; (v) the operation of a massage parlor; (vi) the operation of an adult entertainment facility, or book, video or other store or business selling or renting sexually explicit materials including, without limitation, magazines, books, movies and photographs or rendering of sexually explicit entertainment or services; (vii) a hospital, health care or hospice facility; (viii) a hotel, motor inn, sleeping quarters or dwelling room; (ix) a funeral parlor or similar service establishment; (x) a video, pinball or other game arcade or room; (xi) a flea market, thrift store or liquidation outlet, or a swap show or "outlet store" selling merchandise that is used, damaged or discontinued; (xii) a church or other place of religious worship; (xiii) a storage operation or warehouse (except for storage or warehouse facilities incidental to the Permitted Use; (xiv) a school, classroom (except to the extent incidental to a retail use), or training or educational facility, including, but not limited to, a beauty school, barber college, reading room, place of instruction, or any other operations catering primarily to students or trainees rather than to the purchasers of goods and services sold in the Project; (xv) an auto, truck, mobile home or boat sales, repair facility, or similar enterprise (which sells or repairs new and/or used vehicles as well as trailers therefor); (xvi) a commercial laundry, dry cleaners or laundromat, (xvii) an automobile body and/or fender repair shop or service station, or any facility for the storage or sale of gasoline or diesel fuel in or from tanks; (xviii) a car washing establishment; (xix) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising facility, or pet shop; (xx) a veterinary hospital; (xxi) a so-called "head shop", or other business devoted to the sale of articles or merchandise normally used or associated with drugs, or illegal or unlawful activities, such as but not limited to the sale of paraphernalia used in connection with marijuana, cocaine or other controlled drugs or substances; (xxii) an off-track betting parlor or other gambling establishment; (xxiii) a beauty shop; (xxiv) a restaurant which provides "drive-through" service; or (xxv) any unlawful purpose. In addition, Lessee shall not use or permit the use or operation on any portion of the Premises for: (i) sound amplification equipment producing sound audible outside of the Premises, or any other use, noise or sound which is unreasonably loud or objectionable due to intermittence, beat, frequency or shrillness or which otherwise interferes with any other tenant's or visitor's reasonable use of the Common Area or its own premises; (ii) without Lessor's prior express consent, any television or other video monitors, flashing or revolving lights, or similar devices on the roof, exterior walls or in the windows of the Premises, or display of any sign (except as approved by Lessor pursuant to Section 31), lights, advertising material, or anything else within the Premises which may be seen, heard, smelled or otherwise experienced outside the Premises; (iii) any business which is noxious or unreasonably offensive because of the emission or creation of excessive quantities of noise, smoke, dust, dirt, fly ash or odors; (iv) unless the Permitted Use includes restaurant use, any cooking activities without Lessor's express prior consent; (v) operation of data transmission equipment or emission of cellular, microwave, radio wave, or other similar electronic, light or noise transmission and/or radiation at levels which could be dangerous to health or which interfere with the proper operation of electronic, telephone, computer or other business equipment of tenants of the Project; (vi) any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display, sale or use of explosives or fireworks; (vii) any drilling for and/or removal of subsurface substances; (viii) any dumping of garbage or refuse or waste (other than in dumpsters or compactors designed for such purpose); (ix) if the Permitted Use permits food preparation, any food use which involves use of a cooking exhaust system unless the exhaust system includes a water-wash watermist system approved and grease intercept system approved by the L.A. County Dept. of Health; (x) any use of the roof of any portion of the Project for any purpose without Lessor's prior express consent; or (xi) an auction or a distress, fire, bankruptcy or going-out-of-business sale by any party or parties.

**Redondo Landing - On The Pier**

Lessee's Initials:   
Lessor's Initials: 

**EXHIBIT 5**

**APPROVED MENU AND MERCHANDISE ITEMS**

Dated: MAY 19, 2025

BY AND BETWEEN

RDR Properties, LLC as "Lessor" and SOUTH BAY LIVE, LLC as "Lessee"

Lessee shall be permitted to offer drinks and food of Lessee's choice, and ancillary merchandise such as clothing and souvenirs that use Lessee's Trade Name or are musically themed.

***Redondo Landing - On The Pier***

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Lessee's Initials:   
Lessor's Initials: 

**EXHIBIT 6**

**GUARANTY OF LEASE**

**Dated: MAY 19, 2025**

**BY AND BETWEEN**

**RDR Properties, LLC as "Lessor" and SOUTH BAY LIVE, LLC as "Lessee"**

THIS GUARANTY OF LEASE (this "**Guaranty**"), dated as of December 1, 2022 (the "**Guaranty Effective Date**"), is made for valuable consideration by **Daryl Robert Swenson, Joseph Patrick Smith, and Brenton Randall Reger** (individually and collectively, "**Guarantor**"), in favor of RDR PROPERTIES, LLC, a California limited liability company ("**Lessor**"), in connection with that certain Lease ("**Lease**") also dated as of December 1, 2022, pursuant to which Lessor leases to **SOUTH BAY LIVE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** ("**Lessee**") the Premises described in the Lease which are located in the City of Redondo Beach, County of Los Angeles, State of California. All capitalized terms used herein shall have the meaning provided in the Lease unless otherwise expressly defined herein. As a material inducement to and in consideration of Lessor entering into the Lease, Lessor having indicated that it would not enter into the Lease without the execution of this Guaranty, Guarantor does hereby agree as follows:

1. Guarantor does hereby irrevocably, absolutely and unconditionally guarantee, as a primary obligor and not as a surety, and promise to Lessor the due, punctual and full performance by Lessee of each and all of the covenants, obligations, liabilities and promises of Lessee to be performed during the Term (as hereinafter defined) and the truth and accuracy of each and all of the representations and warranties of Lessee contained in the Lease, including without limitation, the payment of Minimum Monthly Rent, Lessee's Share of CAM Charges, Percentage Rent and all other Rent due under the Lease, the payment and performance of all indemnity and defense obligations of Lessee under the Lease, and the payment of all damages incurred by Lessor as a result of any Default by Lessee under the Lease. For the purposes of this Guaranty, "**Term**" refers not only to the Term as defined in the Lease, but also to any renewals, extensions, modifications, reinstatements, and holdings over thereof.

2. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) any term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Lessor and Lessee, and Guarantor does guarantee and promise to perform all the obligations of Lessee under the Lease as so 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, this Guaranty or any other instrument or agreement may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; (d) Lessor or any other person or entity may deal in any manner, at any time, individually, with Lessee, any guarantor, any party to the Lease or any other person or entity; and (e) all or any part of the Premises or of Lessee's rights or liabilities under the Lease may be sublet, assigned or assumed. This is a continuing guaranty, and Guarantor waives the benefit of the provisions of California Civil Code Section 2815.

3. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right to require Lessor to proceed against Lessee or any other person or entity or to pursue any other remedy or to pursue or exhaust any other security before proceeding against Guarantor; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease except to the extent that Lessee is permitted such defense by applicable law; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Lessee or any other person or entity; (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 Lessee, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Lessee for reimbursement; and (e) the benefits of any statutory provision, procedural rule or case law

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Lessee's Initials:   
Lessor's Initials: 

limiting the liability of a surety or guarantor. In addition, Guarantor hereby waives and agrees not to assert or take advantage of the benefits of California Civil Code Sections 2809, 2810, 2815, 2819, 2845, 2849 and 2850.

4. Guarantor hereby waives and agrees not to assert or take advantage of any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of adverse change in the financial status of Lessee or other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind. Without limiting any other waiver contained in this Guaranty, Guarantor further waives promptness and diligence in collection or enforcement of Lessee's obligations under the Lease from Lessee or any other person or entity liable thereon.

5. Guarantor does hereby agree that if claim is ever made upon Lessor for repayment or recovery of any amount or amounts received by Lessor in payment or on account of the amounts hereby guaranteed and Lessor repays all or part of such amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction, or (b) any settlement or compromise of any such claim effected by Lessor with any such claimant (including Lessee or any other guarantor), then in such event Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon Guarantor, notwithstanding the expiration or termination of the Lease or other instrument evidencing any of the amounts hereby guaranteed, and Guarantor shall be and remain liable hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lessor.

6. Guarantor agrees that Guarantor shall have no right of subrogation against Lessee or any right of contribution against any other Guarantor or guarantor unless and until all Rent due in connection with the Lease has been paid in full and all other obligations (including, without limitation, all contingent and post-termination obligations) in connection with the Lease have been satisfied. Guarantor further agrees that, to the extent the waiver of Guarantor's rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation Guarantor may have against Lessee shall be junior and subordinate to any rights Lessor may have against Lessee. It is agreed that Lessor's rights under this Paragraph 6 are such that the remedy at law for breach thereof would be inadequate, and that Lessor shall be entitled to specific performance and enforcement thereof, including, without limitation, the imposition of a restraining order or injunction. Nothing in this Paragraph 6 shall diminish or relieve any obligations of Lessee to Lessor under the Lease.

7. The remedies of Lessor hereunder shall be in addition to and not in lieu of all remedies given to Lessor by law.

8. This Guaranty applies to, inures to the benefit of, and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns (including without limitation any purchaser at judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof). This Guaranty may be assigned by Lessor voluntarily or by operation of law without reducing or modifying the liability of Guarantor hereunder. Guarantor agrees that it shall not make any distributions which may result in its inability to satisfy its obligations under this Guaranty. The term "Lease" whenever used in this Guaranty refers to and means the Lease as amended from time to time. The term "Lessor" whenever used in this Guaranty refers to and means the Lessor under the Lease specifically named and also any assignee of said Lessor, whether by outright assignment or by assignment for security, and also any successor to the interest of Lessor or of any assignee of the Lease or any part of the Lease, whether by assignment or otherwise. The term "Lessee" whenever used in this Guaranty refers to and includes the Lessee under the Lease, any assignee of the interest of Lessee in the Lease, any subtenant of all or any part of the Premises, and all of their respective successors in interest. Without limiting the foregoing, Guarantor shall not dissolve or enter into a merger, consolidation or other reorganization without the surviving entity or distributee of Guarantor's assets expressly assuming all of the obligations under this Guaranty.

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Lessee's Initials:   
Lessor's Initials: 

9. Guarantor shall not, without the prior written consent of Lessor, commence, or join with any other person or entity in commencing, any bankruptcy, reorganization, or insolvency proceeding against Lessee. The obligations of Guarantor under this Guaranty shall not be altered, limited, or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation, or arrangement of Lessee, or by any defense that Lessee may have by reason of any order, decree, or decision of any court or administrative body resulting from any such proceeding. In any bankruptcy or other proceeding in which the filing of claims is required or permitted by law, Guarantor shall file all claims that Guarantor may have against Lessee relating to any indebtedness of Lessee to Guarantor and shall assign to Lessor all rights of Guarantor under all such claims. Lessor shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action that a party filing a claim is entitled to take. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to Lessor the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor assigns to Lessor all of Guarantor's rights to all such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations under this Guaranty shall not be satisfied except to the extent that Lessor receives cash by reason of any such payment or distribution. If Lessor receives anything other than cash, the same shall be held as collateral for amounts due under this Guaranty.

10. This Guaranty shall constitute the entire agreement between Guarantor and Lessor with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, pertaining to that subject matter. No provision of this Guaranty or right of Lessor hereunder may be waived or modified nor may any Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director, trustee, partner or member of Lessor. Guarantor is not relying on any representations, warranties, or inducements by, from, or on behalf of Lessor or any other party that are not expressly stated in this Guaranty.

11. If more than one individual signs this Guaranty or any other Guaranty of the Lease, each such individual shall be deemed a Guarantor and the obligation of each such Guarantor shall be joint and several and the unenforceability of this Guaranty or any other Guaranty of the Lease or Lessor's election not to enforce this Guaranty or any other Guaranty of the Lease against one or more of the individuals comprising Guarantor under this Guaranty or any other Guaranty of the Lease shall not affect the obligations of the remaining individuals comprising Guarantor of this Guaranty or any other Guaranty of the Lease or the enforceability of this Guaranty or any other Guaranty of the Lease against such remaining individuals. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. Guarantor waives any right to require Lessor to proceed against any other Guarantor under this Guaranty or any other Guaranty of the Lease or against any security deposit or any other security given to secure the obligations under the Lease, as amended hereby.

12. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective to the fullest extent permitted by law.

13. 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, or as a bar to the enforcement of such provision or any other provisions hereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power or privilege, or the exercise of any other right, power or privilege.

14. If either Lessor or Guarantor participates in any action against the other arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party all of the prevailing party's costs and fees of attorneys and experts actually incurred, including without limitation in respect of: (a) collecting all amounts owing; (b) prosecuting or defending any appeal or supplemental proceedings until the final judgment is satisfied in full; and (c) any post judgment proceedings to collect or enforce the judgment. The rights and obligations reflected in clause (c) of this Paragraph 14 hereof are separate and several from the

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Lessee's Initials:   
Lessor's Initials: 

rights and obligations reflected in clauses (a) and (b) of this Paragraph 14, and shall survive the merger of this Guaranty into any judgment on this Guaranty.

15. Without limiting the provisions of Paragraph 14, if any Guarantor seeks relief under any chapter of the bankruptcy code, as the same may exist from time to time, Lessor shall be entitled to recover from the Guarantor all of Lessor's costs and fees of attorneys and experts actually incurred in connection with such bankruptcy proceedings, including without limitation in connection with any motions to assume or reject executory contracts, any motions for adequate protection, any motions to sell property of the estate or to borrow money, any motions for the appointment of an examiner or trustee, any motions to dismiss the bankruptcy case or to convert the case to a case under another chapter of the bankruptcy code, any confirmation of a plan of reorganization, any meeting with the Guarantor and/or any creditor or other interested party, or any other meeting, hearing or proceeding reasonably necessary to protect the interests of Lessor in connection with the bankruptcy case or the enforcement of Lessor's rights outside of the bankruptcy case.

16. The interpretation and enforcement of this Guaranty shall be governed by the laws of the State of California, without regard to its choice of law rules. As a further material part of the consideration and inducement to Lessor to enter into the Lease with Lessee: (a) Guarantor agrees that any suit, action, or proceeding arising directly or indirectly from the Guaranty, the Lease, or the subject matter of either shall be litigated only in courts located within the county and state in which the Premises are located; (b) Guarantor irrevocably consents to the jurisdiction of any local, state, or federal court located within the county and state in which the Premises are located; and (c) without limiting the generality of the foregoing, Guarantor waives and agrees not to assert by way of motion, defense or otherwise in any suit, action or proceeding any claim that Guarantor is not personally subject to the jurisdiction of the above-named courts, that such suit, action or proceeding is brought in an inconvenient forum, or that the venue of such action, suit or proceeding is improper.

17. At any time during the Term, upon not less than ten (10) days' prior written notice from Lessor, Guarantor shall provide (i) Lessor with all Guarantor's financial statements upon request by Lessor, including without limitation Guarantor's current and most recent full-year financial statements (audited or compiled by Guarantor's CPA, if available), and/or (iii) Lessor or Lessor's lender(s) with an estoppel certificate confirming that this Guaranty remains in full force and effect as a continuing Guaranty under California law. Such financial statements shall be prepared in accordance with generally accepted accounting principles. Any such estoppel certificate may be conclusively relied upon by Lessor, and any current or future lender of Lessor's or encumbrancer and/or any prospective purchaser of the Premises or the building of which the Premises are a part.

18. If Guarantor executes this Guaranty as a partnership, each individual and entity executing this Guaranty on behalf of the partnership represents and warrants that such individual or entity is a general partner of the partnership, that this Guaranty is binding upon the partnership in accordance with its terms, and that Guarantor's execution and delivery of this Guaranty will not result in any breach of, or constitute any default under, any other agreement or instrument to which Guarantor is a party or by which Guarantor may be bound. If Guarantor executes this Guaranty as a corporation, each of the individuals executing this Guaranty on behalf of the corporation covenants and warrants that the corporation is a duly authorized and existing corporation, that the corporation has and is qualified to transact business in the State of California, that the corporation has full right, authority and power to enter into this Guaranty and to perform its obligations hereunder, that each individual signing this Guaranty on behalf of the corporation is authorized to do so, and that Guarantor's execution and delivery of this Guaranty will not result in any breach of, or constitute any default under, any other agreement or instrument to which Guarantor is a party or by which Guarantor may be bound. Each Guarantor further individually represents and warrants that (i) he is a shareholder or part owner of Lessee and is receiving adequate consideration for entering into this Guaranty, and (ii) the financial statements he delivered to Lessor prior to the execution of the Lease are a true and correct representation of his financial condition as of the Guaranty Effective Date.

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Lessee's Initials:     
Lessor's Initials:  \_\_\_\_\_

19. In the event Lessee becomes insolvent or is adjudicated a bankrupt, or Lessee files a petition for reorganization, arrangement or other relief under any present or future provisions of the United States Bankruptcy Code or any similar applicable law, or if such a petition is filed by creditors of Lessee, or if Lessee shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law, or if a receiver of all or any part of Lessee's property or assets is appointed by any state or federal court, no such proceeding or action taken therein shall modify, diminish, or in any way affect the liability of Guarantor under this Guaranty, and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor had itself executed the Lease as the named Lessee therein, and no "rejection" and/or "termination" of the Lease in any such proceedings referred to in this Paragraph 19, or otherwise, shall be effective to release and/or terminate the continuing liability of Guarantor to Lessor under this Guaranty. If, in connection with any of the circumstances referred to in this Paragraph 19, Lessor should request that Guarantor execute a new lease for the balance of the Term (unaffected by any such "rejection" and/or "termination" in any of such proceedings, but in all other respects identical with the Lease), Guarantor shall do so as the named tenant under such new lease (irrespective of the fact that the Lease may have been "rejected" or "terminated" in connection with any of the proceedings referred to in this Paragraph 19). Should Guarantor fail or refuse to execute any such new lease, then, without limiting any of the legal or equitable remedies available to Lessor on account of such failure or refusal, Guarantor acknowledges and agrees that Lessor may seek specific performance of the covenant of Guarantor contained in this Paragraph 19 to execute the new lease.

20. Time is of the essence with respect to each and every provision in this Guaranty.

21. Any notice, request, demand, instruction or other communication to be given to any party under this Guaranty shall be in writing and shall be delivered in the manner provided in the Lease for delivery of notices (and be deemed delivered in accordance with the time periods set forth in the Lease), to either Guarantor at the address set forth beneath such Guarantor's signature on the last page of this Guaranty, and if to Lessor, to the notice address for Lessor set forth in the Lease, as updated by Lessor in writing, from time to time, in accordance with the notice provisions of this Guaranty.

22. Guarantor hereby represents and warrants to Lessor as follows: (i) Guarantor has consulted with and has been represented by its attorney in connection with this Guaranty; (ii) Guarantor fully understands and agrees to each and every provision of this Guaranty; and (iii) Guarantor's execution and delivery of this Guaranty shall not result in any breach of, or constitute any default under, any other agreement or instrument, including without limitation any deed of trust, credit agreement, partnership agreement, operating agreement or other contract or instrument to which Guarantor is a party or by which Guarantor may be bound.

23. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Guaranty.

24. This Guaranty may be executed and delivered via facsimile transmission or electronic mail and shall, if so executed and delivered, be deemed an original.

**[SIGNATURES ON NEXT PAGE]**

**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100"l" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials:   
Lessor's Initials: 

EXECUTED as of May 19, 2025

**DARYL SWENSSON, "GUARANTOR"**

Authentisign  
*Daryl Robert Swensson* 06/26/25

Daryl Swensson  
**ADDRESS:**  
724 No. Lucia Avenue  
Redondo Beach CA 90277  
949-939-8045  
Daryl@LiveAndPresent.com

**BRENTON RANDALL REGER, "GUARANTOR"**

Authentisign  
*Brenton Randall Reger* 06/26/25

Brenton Randall Reger, Guarantor  
**ADDRESS:**  
23314 Anza Ave.  
Torrance CA 90505  
626-862-3256  
Brent@ProjectBarley.com

**JOSEPH PATRICK SMITH, "GUARANTOR"**

Authentisign  
*Joseph Patrick Smith* 06/26/25

Joseph Patrick Smith, Guarantor  
**ADDRESS:**  
1022 Monterey Blvd. Unit C  
Hermosa Beach CA 90254  
626-862-3256  
JoeP@ProjectBarley.com

**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100"l" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials: Authentisign DRS Authentisign BRR Authentisign JPS  
Lessor's Initials: Authentisign RDR

**EXHIBIT 7**

**CITY OF REDONDO BEACH ADDENDUM TO SUBLEASE**

This is an Addendum to Sublease between **RDR PROPERTIES, LLC**, a California limited liability company, hereinafter "Landlord", and **SOUTH BAY LIVE, LLC**, a California limited liability company, hereinafter individually and collectively "Tenant", dated as of May 19, 2025, relating to certain premises within the Redondo Beach Harbor Area, hereinafter "the premises". As used herein, "Sublease" refers to that certain Redondo Landing – On The Pier Standard Lease (including Exhibits and Addendum attached thereto ") entered into between Landlord and Tenant of even date herewith. To the extent that any terms and conditions of this Addendum conflict with or are inconsistent with any terms and conditions of the Sublease, the terms and conditions of this Addendum shall control.

1. The following Article is hereby added to the Sublease:

**MASTER LEASE**

Tenant acknowledges that Landlord's interest in the premises is that of a lessee under a lease (the "Master Lease") with the City of Redondo Beach. This Sublease is subject to the consent of the City of Redondo Beach pursuant to the terms of the Master Lease. Tenant hereby expressly assumes and agrees to perform all the covenants, conditions, promises and obligations of Landlord under the Master Lease, including sublease approval by the City of Redondo Beach, insofar as those obligations are applicable to the premises, except that the covenant to pay rent shall be considered performed by Tenant to the extent and in the amount rent is paid to Landlord pursuant to the applicable provisions of the Sublease. Copies of the Master Lease are on file with and can be inspected at the offices of the Harbor Department of the City of Redondo Beach.

The following sublease criteria of the City of Redondo Beach pertain to Tenant under this Sublease:

- (i) Tenant acknowledges that it has had an opportunity to review and has reviewed the terms and provisions of the Master Lease.
- (ii) The Sublease is subordinate and subject to the Master Lease and Tenant shall attorn to City of Redondo Beach in the event City of Redondo succeeds to the interests of Landlord.
- (iii) By consenting to this Sublease, City of Redondo Beach does not release Landlord of any obligations to perform under the Master Lease; City of Redondo Beach has not waived its right to renegotiation of rentals under the Master Lease and Landlord shall be bound by all such rent renegotiation provisions of the Master Lease regardless of whether or not this Sublease contains provisions for renegotiation of rentals to be paid by

***Redondo Landing – On The Pier***

1-15-12 Standard Lease Form  
100"l" and 100"J" – South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials: 

Lessor's Initials: 

Tenant. If the Sublease contains a provision for renegotiation of rentals, Tenant will become subject to such provisions should they reoccur.

(iv) The Term of this Sublease shall not exceed or extend beyond the term of the Master Lease.

(v) In the event of a conflict or inconsistency between the terms and provisions of the Master Lease and the terms and provisions of the Sublease, the terms and provisions of the Master Lease shall govern and control.

(vi) If the business activities of the Tenant to be conducted on the premises will generate Gross Sales or Gross Income as those terms are defined in the Master Lease, Tenant will conduct its business activities on the premise as a continuous operation during all normal business hours.

(vii) Tenant waives all claims against City of Redondo Beach for damages to goods, wares, merchandise, buildings, installations or other improvements in, upon, or about the premises, and Tenant shall indemnify and save harmless City of Redondo Beach, its elected officials and representatives, officers, agents, attorneys and employees from and against any and all claims, demands, loss or liability of any kind or nature which City of Redondo Beach, its elected officials and representatives, officers, agents, attorneys and employees may sustain or incur or which may be imposed upon them or any of them (a) for injury or death to persons or damage to property as a result of, rising out of, or in any manner connected with this Sublease or with the occupancy of any portion of the premises by Tenant, its officers, agents, employees, contractors, concessionaires, licensees, patrons or visitors, and (b) in connection with any and all liens for labor, services, supplies or materials arising out of the design, construction, repair, alteration or installation of structures, improvements, equipment or facilities within the premises caused by Tenant.

(viii) Any mortgage, pledge, hypothecation, encumbrance, transfer, or further sublease or assignment of Tenant's interest in the premises, or any portion thereof, whether voluntarily or by operation of law, shall be approved in writing by City of Redondo Beach and if not so approved, shall be void and shall, at Landlord's option, terminate this Sublease.

(ix) Tenant will not discriminate against any person or class of persons by reason of sex, race, color, religious creed, ancestry, national origin, age, disability, physical handicap, sexual orientation, medical condition or marital status, and shall make its accommodations and services available to all persons on a non-discriminatory basis.

(x) Tenant will make no alterations, improvements or erect any signs on the premises without the prior approval of City of Redondo Beach and such other governmental agencies if they have jurisdiction over said work.

(xi) Tenant will maintain and make available for inspection by City of Redondo Beach, or City of Redondo Beach's authorized agent, all records of Tenant's business operations conducted on or in connection with the premises.

**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100"l" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials: DRS BRR JPS  
Lessor's Initials: RDR

(xii) The rights of Tenant under the Sublease to conduct any business activities and operations in the Redondo Beach Harbor Area are nonexclusive only.

(xiii) Tenant will conduct its business operations on the premises in compliance with all ordinances, policies, and procedures therefor approved by City of Redondo Beach, Or its designated or authorized representatives, including the Harbor Director.

**"LESSOR"**

RDR PROPERTIES, LLC

 Robert D. Resnick 06/30/25  
By: Robert D. Resnick, President

**"LESSEE"**

South Bay Live, LLC

 Daryl Robert Swensson 06/26/25  
By: Daryl Robert Swensson, Manager & Officer

 Brenton Randall Reger 06/26/25  
By: Brenton Randall Reger, Manager & Officer

 Joseph Patrick Smith 06/26/25  
By: Joseph Patrick Smith, Manager & Officer

LA:17974030.3

**Redondo Landing - On The Pier**

1-15-12 Standard Lease Form  
100"I" and 100"J" - South Bay Live, LLC - 5-19-25 Effective Date

Lessee's Initials:  DRS  BRR  JPS  
Lessor's Initials:  RDR \_\_\_\_\_



# Administrative Report

H.23., File # 25-1078

Meeting Date: 8/5/2025

**To:** MAYOR AND CITY COUNCIL  
**From:** PATRICK BUTLER, FIRE CHIEF

## **TITLE**

ADOPT BY TITLE ONLY RESOLUTION CC-2508-059, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT BY THE CITY OF REDONDO BEACH FIRE CHIEF OF THE REDONDO BEACH FIRE DEPARTMENT PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 13146.4 REGARDING THE COMPLETION OF ANNUAL INSPECTIONS OF CERTAIN OCCUPANCIES PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3

## **EXECUTIVE SUMMARY**

On September 27, 2018, the Governor of the State of California signed SB 1205, which mandates that every city or county fire department, or fire district, report annually to its administrating authority on its compliance with Health and Safety Code, Sections 13146.2 and 13146.3. The Bill states the report shall occur on an annual basis. The implementation of the Department's Risk-Based Fire Inspection Program in 2023 aided in increasing the City's completion percentage for state-mandated inspections.

The Redondo Beach Fire Department successfully completed 99.6% of the scheduled residential and commercial building inspections and 100% of all school inspections in 2024. This is the City's highest performance indicator since the law was adopted by the State of California in 2018. The Redondo Beach Fire Chief recommends approval of a resolution formally accepting the state mandated annual fire inspection report, in compliance with Senate Bill (SB) 1205. Accepting the compliance report fulfills the statutory requirements in California Health and Safety Code Sections 1314.6.2 and 13146.3.

## **BACKGROUND**

As per California Health and Safety Code Section 13146.2, the California State Fire Marshal's Office mandates that certain types of occupancies be inspected annually. These required inspections include schools, hotels, lodging houses, and apartment buildings. This requirement is listed in California Health and Safety Code Sections 13146.2 and 13146.3. The annual inspections serve to mitigate known hazards, reduce risk to the community, and ensure compliance with the California Fire Code. The Redondo Beach Fire Department performs the mandated inspections, as well as inspections of local businesses, as part of the Department's annual inspection program.

The Redondo Beach Fire Department inspected 1,961 of the 1,968 apartment/condominium complexes, hotels, motels, and lodging houses during the 2024 calendar year, yielding a completion

rate of 99.6% for 2024.

California Health and Safety Code Section 1314.3 mandates that the local fire department, or district, inspect all public and private schools once annually. The Redondo Beach Fire Department completed inspections on 23 of 23 school facilities in 2024, yielding a completion rate of 100% in 2024.

The Redondo Beach Fire Department seeks approval of this compliance report and the recommended Resolution fulfilling the statutory requirements in California Health and Safety Code Sections 13146.2 and 13146.3.

**COORDINATION**

The Redondo Beach Fire Department coordinated the preparation of this report to ensure compliance with SB 1205, which mandates that every city or county fire department, or fire district, report annually to its administering authority on its compliance with Health and Safety Code, Sections 13146.2 and 13146.3.

**FISCAL IMPACT**

There is no fiscal impact associated with the preparation of this item.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - No.CC-2508-059, Approving Senate Bill 1205 Mandates Compliance Report fulfilling statutory requirements found in California Health and Safety Code Sections 13146.2 and 13146.3.

**RESOLUTION NO. CC-2508-059**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE REDONDO BEACH FIRE DEPARTMENT PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 13146.4 REGARDING THE COMPLETION OF ANNUAL INSPECTIONS OF CERTAIN OCCUPANCIES PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3.**

WHEREAS, CALIFORNIA HEALTH & SAFETY CODE SECTION (hereinafter "CA H&S Code") 13146.4 was created pursuant to Senate Bill 1205, chaptered on September 27<sup>th</sup> 2018, and became effective January 1, 2019; and

WHEREAS, CA H&S Code Section 13146.4 requires all fire departments including the Redondo Beach Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with fire safety inspection pursuant to CA H&S Code Sections 13146.2 and 13146.3; and

WHEREAS, CA H&S Code Sections 13146.2 and 13146.3 requires all fire departments, including the Redondo Beach Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, the City Council of the City of Redondo Beach intends this resolution to fulfill the requirements of the CA H&S Code Section 13146.4 regarding acknowledgement of the Redondo Beach Fire Department's compliance with CA H&S Code Sections 13146.2 and 13146.3.

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

SECTION 1: The City Council of the City of Redondo Beach, California, expressly acknowledges the measure of compliance of the Redondo Beach Fire Department with Health and Safety Code Sections 13146.2, 13146.3 and 13146.4 in the area encompassed by the City of Redondo Beach as follows:

**A. EDUCATIONAL GROUP E OCCUPANCIES**

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12<sup>th</sup> grade. Within the City of Redondo Beach there lie 23 group E occupancies, buildings, structures and or facilities.

During calendar year 2024, the Redondo Beach Fire Department completed the annual inspection of 23 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

**B. RESIDENTIAL GROUP R OCCUPANCIES:**

Residential Group R occupancies, for the purposes of this resolution are generally those occupancies containing sleeping units including hotels, motels, apartments (3 or more units) as well as other residential occupancies (including residential care facilities). These residential care facilities have a number of sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities etc. These residents may be non-ambulatory or bedridden. Within the City of Redondo Beach there are 1968 Group R occupancies.

During the calendar year of 2024, the Redondo Beach Fire Department completed the annual inspection of 1961 group R occupancies, buildings, structures and or facilities. This is a compliance rate of 99.6% for this reporting period.

SECTION 2: The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of August, 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-2508-059 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 5th day of August, 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

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H.24., File # 25-1084

Meeting Date: 8/5/2025

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**To: MAYOR AND CITY COUNCIL**

**From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR**

## **TITLE**

APPROVE AN AGREEMENT FOR ON-CALL BUILDING PLAN CHECK SERVICES WITH TRANSTECH ENGINEERS, INC. FOR AN ANNUAL AMOUNT NOT TO EXCEED \$100,000 AND THE TERM AUGUST 5, 2025 TO JUNE 30, 2029

## **EXECUTIVE SUMMARY**

The Community Development Department submitted a Decision Package for the Fiscal Year 2025-26 Budget proposing to outsource up to 70% of building plan check services to reduce review times and improve customer service. On July 15, 2025, the City Council approved on-call service agreements with six firms to perform these services. A seventh firm, Transtech Engineers Inc., also submitted a qualified proposal, but was unable to finalize the Agreement prior to the July 15 City Council Meeting. Staff is recommending approval of the attached agreement to add Transtech Engineers Inc. to the City's on-call list of building plan check firms.

## **BACKGROUND**

Earlier this year the Community Development Department issued a Request for Proposals (RFP) to select highly qualified firms to provide plan check review and inspection services that meet the City's comprehensive building and safety needs. The process prioritized transparency, fairness, and technical expertise. Proposals were assessed on a range of criteria, including qualifications, relevant experience, availability of certified staff (such as Certified Access Specialist (CASp), structural engineers, and civil engineers), proposed fees, and the ability to meet established performance and communication standards. The RFP allowed for multiple firms to be selected, ensuring flexibility that would allow workload distribution, ensure responsiveness, and take advantage of specialized services offered by the various firms submitting proposals.

Transtech Engineers Inc.'s proposal demonstrated proven experience, ability to assign qualified personnel, and an understanding of the City's expectations for quality, responsiveness, and compliance. They displayed a strong understanding of the City's performance requirements and are being recommended to Council as an additional on-call consultant. The City assigns work to the on-call consultants on an as-needed basis. Over time, the Department will monitor performance of the approved on-call consultants and will make decisions on how to assign future work based on their performance. The proposed agreement includes a provision that allows for termination of the contract at any time, at the City's sole and absolute discretion.

## **COORDINATION**

The Agreement was approved as to form by the City Attorney's Office.

**FISCAL IMPACT**

Funding for the proposed Agreement was approved as part of the Community Development Department's FY 2025-26 operating budget. The cost of these services will be offset by revenue generated from plan check fees. Consultants engaged in plan check services will be compensated at 60% of the plan check fees collected by the City. The proposed agreement with Transtech Engineers Inc. has an annual not to exceed value of \$100,000.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Transtech Engineers Inc.

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND TRANSTECH ENGINEERS, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Transtech Engineers, Inc., a California corporation, a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.

Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
    - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day

during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
  19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the

City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5<sup>th</sup> day of August, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

TRANSTECH ENGINEERS, INC.,  
a California corporation

\_\_\_\_\_  
James A. Light, Mayor

DocuSigned by:  
  
171C6F8DA7FF47B...  
By: \_\_\_\_\_  
Name: Dennis Tarango  
Title: Principal

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

## EXHIBIT "A"

### SCOPE OF WORK

#### I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
  - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance with all applicable federal, state and local laws.
  - b. Recheck plans after the applicant has made corrections.
  - c. Review and recheck field changes and deferred submittals.
  - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CAsp).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

<b>Plan Check Review Timeframes (Workdays exclude Saturdays, Sundays, and City Holidays)</b>	
1. Tenant improvements 2. Single-family dwellings 3. Duplex dwellings	15 business days (initial review) 10 business days (recheck)
1. Residential additions/remodels 2. Accessory buildings/ADUs 3. Miscellaneous structures 4. Telecommunication facilities	10 business days (initial review) 7 business days (recheck)
1. New commercial/industrial buildings 2. Multifamily dwellings	20 business days (initial review), 15 business days (rechecks)
1. Seismic retrofits 2. Signs 3. Pools, walls, decks, and patio covers	5 business days (initial review) 5 business days (rechecks)
1. Shoring 2. MEPS (separate submittal only) 3. Revisions 4. Fire prevention systems	10 business days (initial review) 5 business days (rechecks)
Grading (separate submittal only)	10 business days (initial review) 10 business days (rechecks)
1. Solar systems 2. EV chargers 3. Battery backups	5 business days (initial review) 3 business days (rechecks)
<b><i>All timeframes assume Consultant provides the plan with complete comments.</i></b>	

- B. **Inspections:** Upon City's request, provide International Code Council ("ICC") or other certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading

and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

C. Additional Onsite Services: Upon City's written request. Consultant shall provide any of the following services:

1. Plan Check Engineer  
Plans Examiner
2. Permit Technician
3. Building Official
4. Other staff as requested, such as a Planner, Fire Inspector, Analyst, or similar.

II. **CITY'S DUTIES**

City will provide the Consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

## **EXHIBIT "B"**

### **TERM AND TIME FOR COMPLETION**

**TERM.** The term of this Agreement shall commence on August 6, 2025 and expire June 30, 2029 ("Term"), unless otherwise terminated as herein provided. This Agreement may be renewed for a subsequent two year term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Community Development Director issues a written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond six years from the commencement date unless both parties execute a written amendment.

## EXHIBIT "C"

### COMPENSATION

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

I. **AMOUNT.** Consultant shall be paid in accordance with the following:

A. **Plan Review Services.**

If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project.

The applicable plan checks fees are established by the City's Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City's online portal at [redondobeachca.portal.iworq.net](http://redondobeachca.portal.iworq.net), and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit "C".

B. **Inspections and Additional Onsite Services.** For any onsite services described in Sections I.B and I.C of Exhibit "A", Consultant shall be compensated at the full burdened hourly rates set forth below:

**TRANSTECH ENGINEERS, INC.**  
**SCHEDULE OF HOURLY RATES**  
 Effective: July 1, 2024 - June 30, 2025  
 Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING		CONSTRUCTION MANAGEMENT	
Field Technician	\$88 - \$98	Labor Compliance Analyst	\$150 - \$160
Engineering Technician	\$98 - \$109	Funds Coordinator	\$155 - \$165
Assistant CAD Drafter	\$109 - \$124	Office Engineer	\$150 - \$160
Senior CAD Drafter	\$124 - \$140	Construction Inspector	\$145 - \$155
Associate Designer	\$140 - \$155	Senior Construction Inspector	\$155 - \$165
Senior Designer	\$155 - \$171	Construction Manager	\$176 - \$191
Design Project Manager	\$196 - \$206	Resident Engineer	\$191 - \$206
Assistant Engineer	\$119 - \$129	PUBLIC WORKS INSPECTION	
Associate / Staff Engineer	\$150 - \$165	Public Works Inspector	\$145 - \$155
Senior Civil Engineer	\$206 - \$227	Senior Public Works Inspector	\$155 - \$165
Traffic Analyst Technician	\$103 - \$114	Supervising PW Inspector	\$165 - \$176
Associate Traffic Analyst	\$155 - \$165	SURVEY AND MAPPING	
Senior Traffic Analyst	\$165 - \$176	Survey Analyst	\$155 - \$160
Professional Transportation Planner	\$176 - \$191	Senior Survey Analyst	\$160 - \$165
Traffic Engineer Technician	\$98 - \$109	2-Man Survey Crew	\$357 - \$372
Associate/Staff Traffic Engineer	\$150 - \$165	Survey & Mapping Specialist	\$191 - \$207
Traffic Engineer	\$176 - \$191	Licensed Land Surveyor	\$217 - \$227
Senior Traffic Engineer	\$191 - \$212	FUNDING & GRANT WRITING	
Project Manager	\$191 - \$212	Funds Analyst	\$150 - \$155
Senior Project Manager	\$212 - \$227	Senior Funds Analyst	\$155 - \$165
Deputy City Engineer	\$176 - \$196	Grant Writer	\$171 - \$176
City Engineer	\$196 - \$212	Funds & Grant Project Manager	\$191 - \$202
Principal Engineer	\$212 - \$233	PLANNING	
BUILDING & SAFETY		Community Development Technician	\$83 - \$93
Permit Technician	\$78 - \$88	Planning Technician	\$93 - \$103
Plan Check Technician/Analyst/Supervisor	\$129 - \$145	Assistant Planner	\$103 - \$124
Building Inspector	\$119 - \$134	Associate Planner	\$124 - \$145
Senior Inspector	\$129 - \$145	Senior Planner	\$150 - \$171
Plans Examiner/Checker	\$145 - \$160	Planning Manager	\$176 - \$196
Plan Check Engineer	\$155 - \$176	ADMINISTRATIVE STAFF	
Deputy Building Official	\$165 - \$176	Administrative/Clerical	\$72 - \$83
Building Official	\$171 - \$186	Project Accountant	\$83 - \$93

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

**Where plan checks are designated as accelerated/expedited reviews by city staff, the consultant will be compensated an additional 50% of the agreed hourly rate** submitted in items above for the accelerated/expedited review. The consultant shall track the total number of hours spent on plan reviews and submit as part of monthly invoicing.

**Consultant shall perform accelerated plan review on an as-needed basis.** When authorized by the City and agreed to by the consultant, **developer-initiated expedited plan check may be accommodated and shall be compensated at a rate not to exceed 1 ½ times the agreed rate.**

**II. NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$100,000 during the Term.

III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:

- A. Project identification
- B. Total plan check fee collected by the City
- C. Consultant's 60% share of that collected amount.
- D. Number and type of reviews performed
- E. Date of service.
- F. Staff title.
- G. Type of review.
- H. Applicable hourly rate (if applicable).
- I. Number of hours worked (if applicable).
- J. Corresponding amount.
- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) 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.

V. **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.

Consultant: Transtech Engineers, Inc.  
133367 Benson Avenue  
Chino CA 91710  
Attention: Dennis Tarango  
Email: Dennis.Tarango@transtech.org

City: City of Redondo Beach  
Community Development Department, Building Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Mercedes Amely Program Coordinator  
Email: mercedes.amely@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is

received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

#### Deductibles and Self-Insured Retentions

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Consultant acknowledges that the project as defined in this Agreement between Consultant and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform all work on the project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Consultant shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

5. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

6. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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).

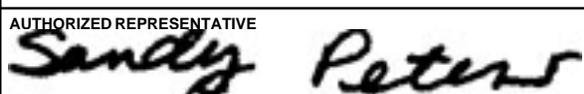
<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 TRANENG-09	<b>CONTACT NAME:</b> Sandy Peters <b>PHONE (A/C No. Ext):</b> 626-696-1901 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D : Hartford Casualty Insurance Co.</td> <td>29424</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty and Surety Co of America	31194	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : The Travelers Indemnity Company of Connecticut	25682	INSURER D : Hartford Casualty Insurance Co.	29424	INSURER E :		INSURER F :
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INSURER E :														
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<b>INSURED</b> Transtech Engineers, Inc. 909-595-8599 13367 Benson Ave Chino CA 91710-3009														

**COVERAGES** **CERTIFICATE NUMBER:** 897519313 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6805H737478	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NoOwnedAutos	Y	Y	BA3R067451	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP4F17434A	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	57WEGAA508A	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			107328311	12/31/2024	12/31/2025	Per Claim \$2,000,000 Aggregate Limit \$4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.  
 RE: Plan Check & Inspection Services.  
 City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Auto Liability is Primary per policy form wording.

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach Department of Community Development 415 Diamond Street, Door 2 Redondo Beach CA 90277	<b>CANCELLATION</b> 30 Day Notice will be sent to holder  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- \$10,000; or
  - The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57WEGAA508A

**Endorsement Number:**

**Effective Date:** 09/01/2024

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Transtech Engineers, Inc.  
13367 Benson Ave  
Chino, CA 91710-3009

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

*Sandy Peters*

Countersigned by \_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

#### 4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### B. General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.



# Administrative Report

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H.25., File # 25-1094

Meeting Date: 8/5/2025

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**To:** MAYOR AND CITY COUNCIL  
**From:** JOY A. FORD, CITY ATTORNEY

## **TITLE**

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

## **EXECUTIVE SUMMARY**

Pursuant to Redondo Beach Municipal Code Section 2-11.05, the City Attorney or a representative shall be authorized, pursuant to Section 935.4 of the Government Code of the State, with the power and authority to adjust, compromise, or settle any type of claim against the City in an amount up to, but not to exceed, \$25,000.

## **BACKGROUND**

The City Attorney's office authorized the following settlements:

Physical damages claim case for Judicial Council of California in the amount of \$10,538.48.

## **COORDINATION**

The City Attorney's Office coordinated with the Department of Human Resources in connection with the preparation of this report.

## **FISCAL IMPACT**

Settlements are paid out of the City's self-insurance fund.

Submitted by:

*Joy A. Ford, City Attorney*



# Administrative Report

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H.26., File # 25-1111

Meeting Date: 8/5/2025

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**To: MAYOR AND CITY COUNCIL**

**From: JOY A. FORD, CITY ATTORNEY**

## **TITLE**

APPROVE AN AGREEMENT WITH CITY NET FOR CLIENT TRANSITIONAL SERVICES FOR THE TERM JULY 1, 2025 TO JULY 31, 2025

## **EXECUTIVE SUMMARY**

The agreement with City Net expired on June 30, 2025. City Net continued to provide services in July of 2025 without anyone's permission. The attached agreement is being presented to the Mayor and Council for consideration to approve for services provided in July, 2025.

## **BACKGROUND**

City Net is a non-profit organization that has assisted several cities in the counties of Los Angeles, Orange, Riverside and Santa Barbara. City Net's organization and mission are effective in helping individuals who have been chronically homeless for a number of years.

City Net has intermittently provided homeless outreach services to Redondo Beach since 2020, depending on the needs of the City and available grant funding. The most recent agreement was approved on November 7, 2023, for housing navigation services for six months with a focus on Homeless Court and people experiencing homelessness in their vehicles. On May 21, 2024, the Mayor and City Council approved the First Amendment to the agreement to include a census of Redondo's homeless population. On July 30, 2024, the Mayor and Council approved the Second Amendment to the agreement to extend the term to October 30 because there was still remaining funding in the allocation to their agreement. On December 17, 2024, the Mayor and City Council approved the Third Amendment to the agreement for continued housing navigation services to be paid with grant funding until June 30, 2025. City Net was aware that the agreement was about to expire prior to June 30, 2025.

On July 15, City Net sent City Attorney Joy Ford an e-mail stating that "[t]he team did work until 7/6 so [they] could transition the clients." For services performed outside the contract, the City would not benefit from City Net's insurance coverage as an additional insured nor would the City be indemnified for any claims arising from post expiration services. In the event the City wants to issue payment to City Net for services performed after the agreement expiration date, the City Council must approve the attached agreement authorizing such payment.

At this time, the City Attorney's Office is re-assessing the needs of the Homeless Response Program and how to best allocate remaining grant funds, so there is no recommendation to continue City Net's

services after July 31, 2025. The City still contracts with Harbor Interfaith for street outreach. A new Homeless Housing Supervisor position has been approved by the City Council, who will be additional help and supervision of the City's Homeless Housing Navigator. If there is a need for additional street outreach services, the City Attorney's Office will return to the City Council with a proposal.

**COORDINATION**

The City Attorney's Office prepared the agreement and report.

**FISCAL IMPACT**

If approved, services will be funded entirely by the Successor Agency Trust.

Submitted by:

*Joy A. Ford, City Attorney*

**ATTACHMENTS**

- City Net Agreement

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND CITY NET**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and City Net, a California nonprofit public benefit 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.

\* \* \* \* \*

**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, and employment laws.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, 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 5<sup>th</sup> day of August, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

City Net,  
a California nonprofit public benefit corporation

\_\_\_\_\_  
James A. Light, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **CONTRACTOR'S DUTIES**

Contractor shall transition all clients to the appropriate case managers.

## **EXHIBIT “B”**

### **TERM AND TIME OF COMPLETION**

The term of this Agreement shall commence July 1, 2025, and expire July 31, 2025, unless otherwise terminated as herein provided.

## EXHIBIT "C"

### COMPENSATION

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

**AMOUNT.** Contractor shall be paid in accordance with the hourly rate schedule, attached hereto and incorporated herein by reference. Compensation shall be based on the hourly rates set forth in the attached schedule. For clarity, the dates, hours, weeks, and totals reflected in the schedule are illustrative of prior periods, and do not establish entitlements for the Contractor under this Agreement.

Contractor shall be compensated only for actual hours worked at the applicable hourly rates, plus actual documented costs for reimbursable Operating and Program Expenses and Indirect Costs, as detailed in Attachment "C-1". These costs and expenses shall only be reimbursed if reasonable, necessary for performance of services under this Agreement. The City shall have sole discretion to deny reimbursement for any costs or expenses if it deems them to be excessive or unreasonable.

In the event any credits are due to the City, the City shall be entitled to those credits.

1. **METHOD OF PAYMENT.** Contractor shall submit monthly invoices indicating the job title, services and tasks performed, hours worked, hourly rate, total amount, and Operating and Program Expenses, and Indirect Costs, incurred during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back- up material upon request.
2. **SCHEDULE FOR PAYMENT.** Contractor shall be paid within forty-five days (45) of City' s receipt of the monthly invoice; provided, however, that services are completed to the City' s full satisfaction.
3. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Contractor. City Net  
4508 Atlantic Avenue, Suite 292  
Long Beach, CA 90807  
Attention: Matt Bates, Vice President

City. City of Redondo Beach  
City Attorney's Office

415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Joy A. Ford, City Attorney

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

**EXHIBIT C-1**  
**COMPENSATION**

Consultant shall be paid in accordance with the following schedules.

<b>Redondo Beach Homeless Street Outreach and Engagement</b>					
<b>Oct 31, 2024 through July 30, 2025</b>					
<b>1 team, full-time M-F, with staff support and client services funds</b>					
<b>Labor</b>					
<b>Category</b>	<b>Title/Role</b>	<b>Description</b>	<b>Est Full Comp</b>	<b>Est Hrs/ week</b>	<b>FTE</b>
Client services	Program Supervisor	Direct program activities, staff management/supervision and project coordination.	\$50.83	8	0.20
Client services	Case Manager I	Street outreach and engagement, case management	\$37.46	40	1.00
Client services	Case Manager II	Street outreach and engagement, case management	\$41.55	40	1.00
Client services	Data Analyst	Data management, reporting to/compliance with HMIS	\$37.35	6	0.15
Client services	Community Engagement	Align with stakeholder activities and generate resources for client needs	\$50.23	4	0.10
Staff support	Regional Program Director	Project compliance with management, operations and public safety standards to achieve programmatic outcomes	\$63.52	2	0.05
Staff support	Executive leadership	Quality control, problem solving	\$104.23	2	0.05
Staff support	Finance and Billing	Payroll, billing, financial controls	\$53.91	3	0.08
Staff support	Human Resources	Staff recruiting, hiring, training, disputes	\$44.57	3	0.08
Staff support	Operations	Inventory, purchasing, technical support	\$41.42	3	0.08
Overtime Allocation	Standard overtime allocation at 2% of labor				

## 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.



# Administrative Report

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H.26., File # 25-1110

Meeting Date: 8/5/2025

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**To: MAYOR AND CITY COUNCIL**

**From: JOY A. FORD, CITY ATTORNEY**

## **TITLE**

APPROVE AN AGREEMENT FOR LEGAL SERVICES WITH TECIA ANN BARTON AND ADD TECIA ANN BARTON TO THE CITY ATTORNEY'S APPROVED ATTORNEY LIST

APPROVE AN AGREEMENT FOR LEGAL SERVICES WITH SIANNAH COLLADO AND ADD SIANNAH COLLADO TO THE CITY ATTORNEY'S APPROVED ATTORNEY LIST

## **EXECUTIVE SUMMARY**

The City Attorney's office maintains a list of approved law firms and attorneys from which to select outside counsel when special expertise is required in legal matters related to the prosecution function of the Office. The two agreements will add Ms. Tecia Ann Barton and Ms. Siannah Collado to the City Attorney's approved law firm list and they will be utilized as needed.

## **BACKGROUND**

The current City Prosecutor Melanie Chavira, is scheduled to leave the office on August 22, 2025. Until that position is filled, the office will be experiencing a staffing shortage. In order to continue to fulfill the office's ability to successfully prosecute misdemeanors in the City, contract attorneys will be required to assist with any staffing shortages.

Tecia Ann Barton is an experienced attorney with almost 30 years in practice. She has extensive experience in criminal law and courtroom procedures.

Siannah Collado is a truly exceptional attorney with 17 years of courtroom experience, with eight years as a Los Angeles County Deputy District Attorney.

Both Ms. Barton and Ms. Collado are willing to provide legal services to the prosecution side of the City Attorney's Office, as needed, on an hourly basis. Their hourly rate of \$125.00 for court appearances is extremely cost effective compared to most outside legal counsel.

## **COORDINATION**

Both Agreements have been approved by Tecia Ann Barton, Siannah Collado and the City Attorney's Office.

## **FISCAL IMPACT**

Funds are set aside in the City Attorney's Prosecution Budget for the use of outside counsel.

Additionally, funding will be available from the vacancy of one position. The approval of this contract will not increase the use of outside counsel but merely provide an additional option in selecting an attorney to be used when there is a need.

Submitted by:

*Joy A. Ford, City Attorney*

**ATTACHMENTS**

- Agreement for Legal Services: Tecia Ann Barton
- Agreement for Legal Services: Siannah Collado

**AGREEMENT FOR LEGAL SERVICES**  
**WITH**  
**TECIA ANN BARTON**

THIS AGREEMENT is made this 5th day of August, 2025, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("CITY"), and Tecia Ann Barton, a sole practitioner ("ATTORNEY").

**RECITALS**

The following recitals are a substantive part of this Agreement:

A. This Agreement is entered into pursuant to Redondo Beach City Council authorization on August 5, 2025.

B. The CITY is a chartered municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the CITY.

C. ATTORNEY is qualified to do business, and is doing business, in the State of California. ATTORNEY represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.

D. The CITY and ATTORNEY desire to enter into an Agreement for services upon the terms and conditions herein.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement**. This Agreement shall cover services rendered from August 5, 2025 and until terminated.
2. **Attorney's Services**. The services to be performed by ATTORNEY shall consist of the following: Prosecution services in connection with City of Redondo Beach criminal cases, including but not limited to, court appearances in the Los Angeles County Superior Court, Southwest District located in Torrance, California.
3. **City's Services**. CITY agrees to:
  - 3.1. Make available to ATTORNEY any currently existing documents, data or information required for the performance of the services.
  - 3.2. Designate a representative authorized to act on behalf of CITY.
  - 3.3. Promptly examine and render findings on all documents submitted for staff review by the ATTORNEY.
4. **Compensation**. ATTORNEY shall be compensated as follows:

4.1. Amount.

- 4.1.1. ATTORNEY shall receive compensation at an hourly rate of \$125 for legal services rendered. Compensation under this Agreement shall be paid only for assigned work and after approval by the City Attorney.
- 4.1.2. Any travel related to the case, excluding commuting to and from the primary office location shall be approved in writing and in advance by the City.
- 4.1.3. Reasonable travel expenses, including airfare and lodging will be included in the hourly rate. For air travel, economy class tickets are expected unless otherwise justified. In no event shall meals or mileage be reimbursed. Prior to incurring any travel expense, ATTORNEY must obtain CITY's prior written approval of the charge to ensure its reasonableness. Costs, such as court fees, litigation costs, messenger and delivery services, copy expense and other similar costs will be included in the flat rate above.
- 4.1.4. Compensation for non attorneys assisting ATTORNEY shall be included in the hourly rate above.
- 4.1.5. Compensation under this Agreement is contingent upon the assignment of work by CITY, acceptance of the work by ATTORNEY, and subsequent approval of the submitted hourly billing statement by the City Attorney. No payment shall be made for work performed without prior authorization.

4.2. Payment.

- 4.2.1. Payments under this Agreement shall be made based on a final annual invoice submitted by ATTORNEY. The invoice must itemize the services rendered in detail, including the date, nature of the work, and time spent.
- 4.2.2. CITY agrees to pay the undisputed amount of each invoice within sixty (60) days of its receipt.
- 4.2.3. Invoices must be itemized and detailed to provide a clear and transparent account of the services rendered and expenses incurred.
- 4.2.4. CITY reserves the right to request additional backup material or documentation for any charges or expenses billed by ATTORNEY. ATTORNEY is obliged to provide such material upon CITY's request.
- 4.2.5. ATTORNEY acknowledges that failure to attach all necessary supporting documentation may result in delayed payment or denial of the respective invoice until such documentation is provided and verified.

4.3. Records of Expenses.

- 4.3.1. ATTORNEY shall maintain accurate and detailed records of time

spent and expenses incurred in connection with services under this Agreement for a period of four (4) years following the completion of the services.

4.3.2. Upon CITY's request, ATTORNEY shall provide copies of these records. CITY shall have the right to audit these records to verify the accuracy of billing and expenses.

4.4. Hours. No specific number of hours of work is guaranteed. It is expected that Attorney's services will be on an as needed basis depending upon the work load.

**5. Default and Termination.**

5.1. Default. If ATTORNEY fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five days after the CITY's written notice of default specifying the nature of the default, CITY may immediately terminate this Agreement by written notice to the ATTORNEY.

5.2. Convenience. The CITY has the option, at its sole discretion and without cause, of terminating this Agreement by giving fifteen (15) days written notice to the ATTORNEY. Upon termination of this Agreement, CITY will pay the ATTORNEY any compensation earned and unpaid up to the effective date of termination.

5.3. Post Termination. Upon termination of this Agreement:

5.3.1. ATTORNEY shall cease all services immediately, except as directed in writing by CITY to conclude pending matters.

5.3.2. ATTORNEY shall submit a final statement of services rendered and expenses incurred up to the termination date.

5.3.3. ATTORNEY shall promptly return all CITY documents, materials, and any other CITY property in their possession. ATTORNEY shall also ensure the secure return or destruction of confidential information, as directed by CITY.

5.3.4. ATTORNEY's duty to maintain the confidentiality of information, as stipulated in the Confidentiality Clause of this Agreement, shall persist beyond the termination of this Agreement.

5.3.5. ATTORNEY shall provide a concluding report to CITY, summarizing services rendered and highlighting any pending issues or areas requiring further attention.

5.3.6. Any disputes arising from or related to the services rendered under this Agreement shall be addressed through negotiation in good faith between the parties.

5.3.7. Obligations accrued prior to the termination of this Agreement shall survive its termination. This includes, but is not limited to, obligations pertaining to indemnification, confidentiality, and compliance with

applicable laws.

- 5.3.8. ATTORNEY shall provide a list of any unresolved matters to CITY, and the parties shall mutually agree upon a method for resolution.

6. **Records and Work Product.**

- 6.1. **Records Maintenance.** ATTORNEY must maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by CITY for services where compensation is based on hourly rates, subcontractor costs, or other direct costs. Records must be kept separate from other documents and maintained for four (4) years after final payment or as required by law.
- 6.2. **Accessibility and Audit Rights.** These records should be accessible to CITY upon request. CITY reserves the right to audit these records to verify billing and expenses. ATTORNEY agrees to provide any necessary supporting documentation.
- 6.3. **Work Product Ownership.** All documents or other information developed or received by ATTORNEY in the course and scope of work for the City shall be the property of CITY. ATTORNEY shall provide CITY with copies of these items upon demand or upon termination of this Agreement. No work product may be released by ATTORNEY without prior written approval by CITY.
- 6.4. **Access for Inspection.** CITY shall have free access to ATTORNEY's books, records, and all work, data, documents, proceedings, and activities related to this Agreement.
7. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.
8. **Confidentiality.** ATTORNEY agrees to maintain the confidentiality of all confidential information obtained in the course of providing the services under this Agreement. This includes, but is not limited to, CITY's proprietary information, trade secrets, and any other information designated as confidential by CITY. ATTORNEY shall not disclose, disseminate, or use such confidential information, except as required for the performance of services under this Agreement or as required by law. This obligation of confidentiality shall survive the termination or expiration of this Agreement and continue for a period of five (5) years thereafter. Any breach of this confidentiality clause may result in immediate termination of this Agreement and potential legal action for damages.
9. **Non-Discrimination.** ATTORNEY covenants there shall be no discrimination based upon race, color, creed, religion, sex, sexual orientation, marital status, age, national origin, ancestry, AIDS, disability, or any other legally protected characteristic in any activity pursuant to this Agreement.
10. **Independent Parties.** Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the CITY nor its officers or employees will have any control over the conduct of the ATTORNEY or any of the ATTORNEY's agents, employees, or subcontractors, except as otherwise provided in this Agreement.
11. **Defense and Indemnification.** ATTORNEY shall indemnify, defend, and hold harmless

CITY, including but not limited to, its officials, officers, employees, agents, contractors, and volunteers against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, to the extent caused by the negligent or willful acts, errors or omissions of ATTORNEY or ATTORNEY's officers, agents, employees, or subcontractors, in the performance of services, activities or work conducted pursuant to this Agreement, excepting claims of professional negligence or malpractice.

12. **Insurance Requirements.** Prior to commencing work, the ATTORNEY must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services by ATTORNEY or ATTORNEY's agents, representatives, employees or subcontractors for the duration of this Agreement. ATTORNEY must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit A, Insurance Requirements.
13. **Compliance with Law.** ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
14. **Nuisance.** ATTORNEY may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
15. **Conflict of Interest and Reporting.** ATTORNEY shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement unless such conflict is waived by CITY. ATTORNEY agrees to complete and file a California State Form 730 disclosure statement if required by the City Attorney.
16. **Notices.** All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

16.1. To CITY:

City of Redondo Beach  
City Attorney's Office  
415 Diamond Street  
Redondo Beach, California 90277  
Attention: City Attorney

16.2. To ATTORNEY:

Tecia Ann Barton  
416 4<sup>th</sup> Street  
Manhattan Beach, California 90266

1. **Licenses, Permits, and Fees.** ATTORNEY, at its sole expense, shall obtain and maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement during the term of this Agreement.
2. **Familiarity with Work.** By executing this Agreement, ATTORNEY warrants that: (1) she

has investigated the work to be performed, (2) she has investigated the site of the work and is aware of all conditions there; and (3) she understands the difficulties, and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until instructions are received from CITY.

3. **Standard of Care.** ATTORNEY agrees to provide all services, including services performed by any subcontractor, in a manner consistent with the level of care and skill ordinarily exercised by members of the ATTORNEY's profession currently practicing in the same locality under similar conditions.
4. **Time of Essence.** Time is of the essence in the performance of this Agreement.
5. **Limitations Upon Subcontracting and Assignment.**
  - 5.1. ATTORNEY may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of CITY. Any attempt to do so without the CITY's consent will be null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.
  - 5.2. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of ATTORNEY or of any general partner or joint venture or syndicate member of ATTORNEY, if a partnership or joint venture or syndicate exists, which results in changing the control of the ATTORNEY, will be construed as an assignment of this Agreement. Control means 50% or more of the voting power of the corporation.
6. **Subcontractors.**
  - 6.1. If ATTORNEY proposes to have any subcontractor perform any part of the services, ATTORNEY must submit a request for approval in writing, describing the scope of work to be subcontracted, the name of the proposed subcontractor, and the total price or hourly rates used in preparing an estimated cost for the subcontractor's services. CITY, in its sole discretion, may grant or deny the request.
  - 6.2. The ATTORNEY will be responsible for the quality of any subcontractor's work.
7. **Integration.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by CITY and ATTORNEY, and approved as to form by the City Attorney.
8. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

9. **Modification**. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.
10. **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the Southwest branch of the Los Angeles County Superior Court.
11. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.
12. **Waiver**. A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
13. **Governing Law**. The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.
14. **Venue and Jurisdiction**. CITY and ATTORNEY agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in the Superior Court of the County of Los Angeles, Southwest Judicial District. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
15. **Survival of Provisions and Obligations**. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
16. **Exhibits**. The following exhibit is incorporated by reference into this Agreement as though fully set forth herein.  
  
Exhibit A: Insurance Requirements
17. **Severability**. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

TECIA ANN BARTON,  
a sole practitioner

\_\_\_\_\_  
James A. Light  
Mayor

By:   
Name: Tecia Barton  
Title: Attorney

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

Date: Aug. 1, 2025

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

## EXHIBIT A

### INSURANCE REQUIREMENTS FOR ATTORNEYS

Without limiting ATTORNEY's indemnification obligations under this Agreement, ATTORNEY 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 ATTORNEY, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Professional Liability Insurance shall be required if the ATTORNEY is providing a professional service regulated by the State (e.g., insurance agents, doctors, lawyers, architects, engineers, certified public accountants, etc.). However, some professions, such as software designers, claims administrators, or human resources professionals, should also carry Professional Liability insurance.

#### Minimum Limits of Insurance

ATTORNEY shall maintain limits no less than:

1. Professional Liability: Insurance appropriate to the ATTORNEY's profession with a limit of not less than \$100,000 each claim and \$300,000 in the annual aggregate.
2. If the ATTORNEY maintains higher limits than the minimums shown above, the City of Redondo Beach requires and shall be entitled to coverage for the higher limits maintained by the ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Redondo Beach.

#### 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 ATTORNEY 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 liability policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Endorsement

1. 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 ATTORNEY. General liability coverage can be provided in the form of an endorsement to the ATTORNEY's insurance, or as a separate owner's policy.
2. For any claims related to this project, the ATTORNEY'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 ATTORNEY's insurance and shall not contribute with it.
3. 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.
4. 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 ATTORNEY'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.

### Claims Made Policies

If the Professional Liability policy provides "claims made" coverage:

1. The Retroactive Date must be shown, and must be before the date of this Agreement or the start of work.
2. The insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of work.
3. If the policy is cancelled or not renewed, and not replaced with another "claims made" policy form with a Retroactive Date prior to the effective Agreement date, the ATTORNEY must purchase "extended reporting" coverage for a minimum of 5 years after completion of work.

### Verification of Coverage

ATTORNEY 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

ATTORNEY 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

ATTORNEY 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 or Human Resources Director.

**AGREEMENT FOR LEGAL SERVICES**  
**WITH**  
**SIANNAH COLLADO**

THIS AGREEMENT is made this 5th day of August, 2025, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("CITY"), and Siannah Collado, a sole practitioner ("ATTORNEY").

**RECITALS**

The following recitals are a substantive part of this Agreement:

A. This Agreement is entered into pursuant to Redondo Beach City Council authorization on August 5, 2025.

B. The CITY is a chartered municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the CITY.

C. ATTORNEY is qualified to do business, and is doing business, in the State of California. ATTORNEY represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.

D. The CITY and ATTORNEY desire to enter into an Agreement for services upon the terms and conditions herein.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from August 5, 2025 and until terminated.
2. **Attorney's Services.** The services to be performed by ATTORNEY shall consist of the following: Prosecution services in connection with City of Redondo Beach criminal cases, including but not limited to, court appearances in the Los Angeles County Superior Court, Southwest District located in Torrance, California.
3. **City's Services.** CITY agrees to:
  - 3.1. Make available to ATTORNEY any currently existing documents, data or information required for the performance of the services.
  - 3.2. Designate a representative authorized to act on behalf of CITY.
  - 3.3. Promptly examine and render findings on all documents submitted for staff review by the ATTORNEY.
4. **Compensation.** ATTORNEY shall be compensated as follows:

4.1. Amount.

- 4.1.1. ATTORNEY shall receive compensation at an hourly rate of \$125 for legal services rendered. Compensation under this Agreement shall be paid only for assigned work and after approval by the City Attorney.
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- 4.1.5. Compensation under this Agreement is contingent upon the assignment of work by CITY, acceptance of the work by ATTORNEY, and subsequent approval of the submitted hourly billing statement by the City Attorney. No payment shall be made for work performed without prior authorization.

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- 4.3.1. ATTORNEY shall maintain accurate and detailed records of time

spent and expenses incurred in connection with services under this Agreement for a period of four (4) years following the completion of the services.

4.3.2. Upon CITY's request, ATTORNEY shall provide copies of these records. CITY shall have the right to audit these records to verify the accuracy of billing and expenses.

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5.2. Convenience. The CITY has the option, at its sole discretion and without cause, of terminating this Agreement by giving fifteen (15) days written notice to the ATTORNEY. Upon termination of this Agreement, CITY will pay the ATTORNEY any compensation earned and unpaid up to the effective date of termination.

5.3. Post Termination. Upon termination of this Agreement:

5.3.1. ATTORNEY shall cease all services immediately, except as directed in writing by CITY to conclude pending matters.

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CITY, including but not limited to, its officials, officers, employees, agents, contractors, and volunteers against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, to the extent caused by the negligent or willful acts, errors or omissions of ATTORNEY or ATTORNEY's officers, agents, employees, or subcontractors, in the performance of services, activities or work conducted pursuant to this Agreement, excepting claims of professional negligence or malpractice.

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  - 16.1. To CITY:

City of Redondo Beach  
City Attorney's Office  
415 Diamond Street  
Redondo Beach, California 90277  
Attention: City Attorney
  - 16.2. To ATTORNEY:

Siannah Collado  
2916 164<sup>th</sup> Street  
Torrance, California 90504
1. **Licenses, Permits, and Fees.** ATTORNEY, at its sole expense, shall obtain and maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement during the term of this Agreement.

2. **Familiarity with Work.** By executing this Agreement, ATTORNEY warrants that: (1) she

has investigated the work to be performed, (2) she has investigated the site of the work and is aware of all conditions there; and (3) she understands the difficulties, and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until instructions are received from CITY.

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  - 5.2. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of ATTORNEY or of any general partner or joint venture or syndicate member of ATTORNEY, if a partnership or joint venture or syndicate exists, which results in changing the control of the ATTORNEY, will be construed as an assignment of this Agreement. Control means 50% or more of the voting power of the corporation.
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  - 6.1. If ATTORNEY proposes to have any subcontractor perform any part of the services, ATTORNEY must submit a request for approval in writing, describing the scope of work to be subcontracted, the name of the proposed subcontractor, and the total price or hourly rates used in preparing an estimated cost for the subcontractor's services. CITY, in its sole discretion, may grant or deny the request.
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8. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

9. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.
10. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the Southwest branch of the Los Angeles County Superior Court.
11. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
12. **Waiver.** A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
13. **Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.
14. **Venue and Jurisdiction.** CITY and ATTORNEY agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in the Superior Court of the County of Los Angeles, Southwest Judicial District. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
15. **Survival of Provisions and Obligations.** Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
16. **Exhibits.** The following exhibit is incorporated by reference into this Agreement as though fully set forth herein.  
  
Exhibit A: Insurance Requirements
17. **Severability.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

SIANNAH COLLADO,  
a sole practitioner

\_\_\_\_\_  
James A. Light  
Mayor

By: \_\_\_\_\_  
Name: Siannah Collado  
Title: Attorney

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

Date: 8/1/2025

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

## EXHIBIT A

### INSURANCE REQUIREMENTS FOR ATTORNEYS

Without limiting ATTORNEY's indemnification obligations under this Agreement, ATTORNEY 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 ATTORNEY, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Professional Liability Insurance shall be required if the ATTORNEY is providing a professional service regulated by the State (e.g., insurance agents, doctors, lawyers, architects, engineers, certified public accountants, etc.). However, some professions, such as software designers, claims administrators, or human resources professionals, should also carry Professional Liability insurance.

#### Minimum Limits of Insurance

ATTORNEY shall maintain limits no less than:

1. Professional Liability: Insurance appropriate to the ATTORNEY's profession with a limit of not less than \$100,000 each claim and \$300,000 in the annual aggregate.
2. If the ATTORNEY maintains higher limits than the minimums shown above, the City of Redondo Beach requires and shall be entitled to coverage for the higher limits maintained by the ATTORNEY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Redondo Beach.

#### 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 ATTORNEY 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 liability policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Endorsement

1. 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 ATTORNEY. General liability coverage can be provided in the form of an endorsement to the ATTORNEY's insurance, or as a separate owner's policy.
2. For any claims related to this project, the ATTORNEY'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 ATTORNEY's insurance and shall not contribute with it.
3. 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.
4. 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 ATTORNEY'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.

### Claims Made Policies

If the Professional Liability policy provides "claims made" coverage:

1. The Retroactive Date must be shown, and must be before the date of this Agreement or the start of work.
2. The insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of work.
3. If the policy is cancelled or not renewed, and not replaced with another "claims made" policy form with a Retroactive Date prior to the effective Agreement date, the ATTORNEY must purchase "extended reporting" coverage for a minimum of 5 years after completion of work.

### Verification of Coverage

ATTORNEY 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

ATTORNEY 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

ATTORNEY 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 or Human Resources Director.



# Administrative Report

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H.28., File # 25-1065

Meeting Date: 8/5/2025

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**To: MAYOR AND CITY COUNCIL**

**From:** JANE CHUNG, ASSISTANT TO THE CITY MANAGER  
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

## **TITLE**

ADOPT BY TITLE ONLY ORDINANCE NO. 3295-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 6, SECTIONS 2-9.602 AND 2-9.603 PERTAINING TO THE REDONDO BEACH YOUTH COMMISSION AND REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 9, ARTICLE 8 PERTAINING TO THE PUBLIC SAFETY COMMISSION. FOR SECOND READING AND ADOPTION

## **EXECUTIVE SUMMARY**

The proposed Ordinance was approved for introduction and first reading on July 30, 2024 and is now ready for second reading and adoption.

The proposed Ordinance, if adopted, would initiate Council's direction to amend Title 2, Chapter 9, Article 6, Sections 2-9.602 and 2-9.603 of the Redondo Beach Municipal Code to modify the structure of the Redondo Beach Youth Commission, and repeal Title 2, Chapter 9, Article 8, to eliminate the Public Safety Commission.

## **BACKGROUND**

The City of Redondo Beach continually evaluates the structure and effectiveness of its Boards and Commissions to ensure alignment with current policy priorities, community engagement goals, and organizational efficiency.

Throughout 2024, the Mayor and staff developed recommendations to streamline advisory functions and increase youth engagement in City government. These changes were approved by the City Council and resulted in the consolidation, elimination, and/or update of a number of the City's Boards and Commissions. These changes were codified in the Redondo Beach Municipal Code (RBMC) and have provided a more efficient and engaging experience for a number of individuals volunteering their time to serve in an appointed advisory role.

The initial round of changes was designed to serve as a starting point for improvements and is tied to a number of other efforts being undertaken by the Mayor and City Council. This includes discussions to improve the Code of Conduct for all public meetings to clarify the roles, responsibilities, and expectations for meeting participants and the appointed and elected officials who conduct City business. Proposed updates are expected to be presented to the City Council in the upcoming months and will be designed to further improve the manner in which public meetings are conducted. It also became clear that there are additional opportunities to adjust the roster and composition of

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select commissions to further streamline the City's offerings and bring them in line with the contemporary needs of City Departments and the community. Two of these opportunities were discussed as part the City Council's July 1, 2025 meeting agenda.

### Youth Commission

The Youth Commission has experienced a great resurgence in the past year and has conducted regular meetings that have produced a number of recommendations to enhance the availability and diversity of programs and resources available to teens in the City. Currently, the Youth Commission has 15 seats, with up to 3 adult members, with an additional ad hoc subcommittee of non-voting members. After collecting feedback from the Mayor, the Staff Liaison, along with the adult and youth members of the Commission, a number of changes were recommended for the Youth Commission and supported by the City Council during the July 1 discussion:

- Refine the duties and purpose of the Commission
- Reduce the adult members to one non-voting advisory/liaison School Board member to help in student selection and advise as needed.
- Increase the number of voting youth Commissioners to 15, with the goal of having:
  - 5 total from students in Grades 7 or 8
  - 5 total from students in Grades 9 or 10
  - 5 total from students in Grades 11 or 12
- Eliminate the non-voting, ad hoc Committee
- Lower the age of candidacy from 13 to 12
- Increase the length of each term from 1 to 2 years and allow students to serve until they graduate (with no limit on the number of terms served)
- Provide more definition regarding the selection process

### Public Safety Commission

The Public Safety Commission was founded in 1996 to, "help serve as the citizens' voice in public safety affairs, provide suggestions for ensuring responsive and efficient public safety services, review public safety legislation when appropriate and directed by City Council, collaborate on, promote, and support community policing programs, and perform such other duties as directed by the City Council." Since that time, oversight at the State level has become more prescriptive, requiring the City's Police and Fire Departments to dedicate more time and energy to comply with an evolving set of regulations designed to promote accountability and transparency in public safety operations. Additionally, the City's public safety departments have implemented a number of proactive community engagement programs that routinely facilitate real-time public dialogue and feedback.

As part of the mayoral and council review of commissions, the Fire and Police Chiefs engaged in discussions regarding the legal framework governing public safety personnel, including laws related to confidentiality, patient privacy, and the rights of sworn employees. Both Chiefs expressed concerns that substantive discussion of operational issues during Public Safety Commissions could inadvertently place the City at risk. The Chiefs also made clear that the communication tools now used by the departments on a day-to-day basis are much more effective in obtaining resident input on operational matters and provide a variety of platforms to more quickly respond to citizen needs.

Given the significant evolution of public safety operations since the 1996 formation of the Public Safety Commission, the Fire and Police Chiefs approached the Mayor about the possibility of

eliminating the Commission to 1) focus the staff resources dedicated to the Commission on community engagement tools and programs that gather more meaningful and immediate public feedback and 2) provide other opportunities for current Commissioners to serve in a more efficient and productive way. The above items were discussed at the July 1<sup>st</sup> meeting and, after public comment and thorough deliberation, the City Council directed staff to prepare an Ordinance that if introduced and later adopted would eliminate the Public Safety Commission.

The proposed Ordinance was introduced for first reading on July 15, 2025 and is now being presented to City Council for consideration of second reading and adoption. If approved, the Ordinance will take effect 30 days after its final passage.

**COORDINATION**

This item was prepared by the City Manager's Office and the Ordinance was prepared by the City Attorney's Office.

**FISCAL IMPACT**

Elimination of the Public Safety Commission would save the City roughly \$50,000 per year in staff support time and expense.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Ord - No. 3295-25 Amending Section 2-9.602 and 2-9.603 of the Redondo Beach Municipal Code regarding the Redondo Beach Youth Commission, and Repealing its entirety Title 2, Section 9, Article 8 regarding the Public Safety Commission

**ORDINANCE NO. 3295-25**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 6, SECTIONS 2-9.602 AND 2-9.603 PERTAINING TO THE REDONDO BEACH YOUTH COMMISSION AND REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 9, ARTICLE 8 PERTAINING TO THE PUBLIC SAFETY COMMISSION**

WHEREAS, the City recognizes the importance of engaging youth in civic affairs and values the unique perspectives that student representatives bring to local government; and,

WHEREAS, allowing students to serve multiple terms without restriction, provided they remain enrolled and in good standing, ensures that experienced and committed students can continue to serve their community until graduation; and,

WHEREAS, clarifying and formalizing the student selection process, including eligibility criteria, application requirements, and a transparent review procedure, will enhance fairness, accessibility, and community trust in the appointment process; and,

WHEREAS, in order to elevate student leadership and streamline adult involvement, the committee will include a single non-voting liaison from the School Board, who will serve in an advisory capacity and assist with the student selection process as needed; and,

WHEREAS, the proposed changes to the Youth Commission reflect the City's ongoing commitment to inclusive governance and the meaningful involvement of young people in shaping public policy; and,

WHEREAS, the City established the Public Safety Commission around 30 years ago with the intent to provide a forum for resident suggestions for ensuring responsive and efficient public safety services, to review public safety legislation, and when appropriate and directed by the City Council, collaborate on, promote, and support community policing programs; and,

WHEREAS, the nature of public safety work has changed significantly over the past three decades, with increasing complexity in law enforcement and fire service operations, technology, legislative mandates, and required legal standards; and,

WHEREAS, modern public safety agencies must navigate a wide range of sensitive and legally protected matters, including personnel issues, tactical protocols, and ongoing investigations, which are subject to strict confidentiality under state and federal law; and,

WHEREAS, both the Police Chief and Fire Chief have expressed concerns that substantive discussions of operational issues in a public forum could inadvertently expose the City to legal risk or violate statutory protections related to privacy, labor law, and public records; and,

WHEREAS, the Police and Fire Departments have implemented a number of proactive community engagement programs that provide a variety of opportunities for regular public input; and,

WHEREAS, these community engagement programs have become standard operating procedure for the City's Public Safety Departments and provide real-time and immediate feedback from residents that is much more effective in maintaining efficient and responsive safety services than a monthly public meeting affords; and,

WHEREAS, the City remains committed to transparency, accountability, and community trust in public safety services, and will continue to seek new and innovative ways to interact with the public; and,

WHEREAS, there is significant overlap in the matters typically reviewed by the Public Safety Commission and other standing City Commissions; and,

WHEREAS, at the July 1, 2025, Council Meeting, the Redondo Beach City Council considered the above information and whether to amend certain sections of the Redondo Beach Municipal Code related to the Redondo Beach Youth Commission and whether to eliminate the Public Safety Commission; and

WHEREAS, after the City Council discussed the matter, a motion was made to amend certain sections of the Redondo Beach Municipal Code related to the Redondo Beach Youth Commission and to eliminate the Public Safety Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 6, Section 2-9.602 is hereby amended in its entirety to read as follows:

“§ 2-9.602 Duties and purpose.

The purpose of the Youth Commission is to expose Redondo students to city government processes and proceedings and to represent youth perspectives in city policies and projects. Duties are as follows:

(a) Report to the City Council semi-annually on youth needs and priorities related to city policies and projects;

- (b) Remain informed on the programs providing youth services to Redondo Beach youth (annual review);
- (c) Research, formulate, suggest proposed policies, programs and services designed to meet the needs of Redondo Beach youth;
- (d) Review and evaluate requests from the staff liaison, City Manager, or City Council pertaining to youth-related policies/services;
- (e) Maintain liaison with the youth organizations in other cities, and/or youth-related agencies, and
- (f) Represent the Youth Commission when requested to do so.”

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 6, Section 2-9.603 is hereby amended in its entirety to read as follows:

“§ 2-9.603 Membership.

(a) School Board Representative. The Redondo Beach Unified School District Board of Education shall recommend one member to represent the school board for selection and appointment by the Mayor subject to confirmation by the City Council. If the Mayor and/or the City Council fails to appoint any Redondo Beach Unified School District Board of Education's recommended representative or in the event the office of the recommended representative becomes vacant for any reason, the Redondo Beach Unified School District Board of Education shall recommend another representative for selection and appointment by the Mayor and City Council. The role of this adult member shall be to support recruiting and selection of Youth Commission nominees and to provide advise related to the Youth Commission when required by the City Council, the City Staff Liaison, and/or the Youth Commission. This advisor is not required to attend each meeting.

(b) Youth Members. The Youth Commission shall be composed of 15 youth members. Each youth member shall be over the age of 12 years and under the age of 20 years; residing with his or her parents(s) or guardian(s) within the City; or be a registered attendee of Redondo Unified School District, home-schooled in Redondo Beach, or attending a private school in Redondo Beach. . The youth members shall be entitled to participate in the deliberations of the Commission, and shall be entitled to vote. The term of each youth member shall be two years, and until his or her successor is appointed and qualified. Each youth member may serve unlimited terms. A Youth Commissioner term shall terminate when the Commissioner graduates from High School or fails to meet other eligibility requirements.

(c) Selection and Appointment. The City Staff Liaison shall work with the School Board Representative and City Council School Subcommittee to advertise and distribute applications for the Youth Commission each year and as needed to fill vacancies. The City Staff Liaison, School Board Representative, and City Council School Subcommittee

will then, review applications, interview applicants, and select nominees to the Youth Commission. To the extent practical, the nominees combined with existing Youth Commissioners shall be evenly spread with five Commissioners in grades 7 and 8, five in Grades 9 and 10, and 5 in grades 11 and 12. The Staff Liaison shall then provide the list of nominees to the Mayor for final appointment and approval by the City Council.”

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 8 PUBLIC SAFETY COMMISSION is hereby REPEALED IN ITS ENTIRETY.

SECTION 4. 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 5. 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 6. 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 5<sup>th</sup> day of August, 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 the foregoing Ordinance No. 3295-25 was duly introduced at a regular meeting of the City Council held on the 15<sup>th</sup> day of July, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 5<sup>th</sup> day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Eleanor Manzano, CMC  
City Clerk



# Administrative Report

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J.1., File # 25-1040

Meeting Date: 8/5/2025

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**TITLE**

*For eComments and Emails Received from the Public*



# Administrative Report

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N.1., File # 25-1091

Meeting Date: 8/5/2025

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**To: MAYOR AND CITY COUNCIL**

**From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR**

## **TITLE**

DISCUSSION AND POSSIBLE ACTION ON THE GENERAL PLAN - LAND USE ELEMENT UPDATE WITH A SPECIFIC FOCUS ON POLICIES RELATED TO THE REVITALIZATION OF THE ARTESIA AND AVIATION CORRIDOR

## **EXECUTIVE SUMMARY**

In late 2016, the City Council initiated the process of updating the General Plan by hiring a land-use consulting firm and appointing the General Plan Advisory Committee (GPAC) to work with staff and the consultant and help guide the project. The GPAC conducted a total of 28 meetings, with the final one occurring on January 31, 2024.

On October 1, 2024, the City Council was provided with an overview of the proposed updates with subsequent meetings occurring throughout the month. The project was segmented so items related to implementation of the 6th Cycle Housing Element would be adopted first, in order to meet a state deadline, while the remainder of the General Plan updates were deferred to a later date. At the November 5, 2024 City Council meeting, the Council introduced (and later, on November 12, adopted) three ordinances amending Title 10 Chapters 1, 2, and 5 of the Redondo Beach Municipal Code (RBMC) implementing the City's 6th Cycle Housing Element. The City Council also adopted a resolution certifying the associated Final Environmental Impact Report for the comprehensive General Plan update.

The updated Land Use Element, which is still pending adoption, is one of seven state-mandated elements of a General Plan, and serves as the community's blueprint for future physical development and land use. It sets the Floor Area Ratio (FAR) standards for the various zones in the City and includes policy statements and directives intended to guide future development. When the City Council reviewed the updated Land Use Element in October 2024, consideration was given to the following topics:

- Artesia/Aviation - FAR allowance and development standards
- Public Institutional Zone - FAR allowance
- Historic Preservation Policy
- Standards for nonconforming buildings and uses

Staff is reintroducing the updated Land Use Element for discussion, to provide for City Council direction on the Element's provisions, with an initial focus on the policies related to revitalization of

the Artesia/Aviation corridor. Other policy topics, such as Public Institutional FAR, historic preservation, and nonconforming uses will be the focus of future meetings at later dates. Once a final decision has been made regarding all of the Land Use Element policies, the item will be agendaized for City Council consideration of approval. Following this, the Open Space and Conservation, Safety, and Noise Elements will be scheduled for Council consideration. A proposed project schedule is included (see Attachment 1), which includes the requirement for a special election for proposed zoning amendments pursuant to Article 27 of the City Charter.

## **BACKGROUND**

### **FAR Allowance/Parking Requirements:**

The Artesia and Aviation Corridor Area Plan (AACAP), which was derived from work that occurred on the General Plan update, includes a set of strategies and development standards intended to help incentivize the revitalization of the Artesia and Aviation corridor. It was informed by a 2017 Citywide market study and a 2019 development feasibility study, which concluded that the shallow lot depths, restrictive development standards including, story and height limits, floor area ratio, and parking requirements, coupled with high land values, significantly limited near-term redevelopment of the Artesia and Aviation corridor. It was recommended that the City relax some of the development standards (FAR, parking, building height, etc.) as a way of promoting redevelopment.

In response to this recommendation, the City amended the RBMC to increase the FAR allowance from 0.5 to 0.6. along Artesia and Aviation, relaxed the parking standard of 1 space per 250 sq. ft. of commercial use, and one space per 50 sq. ft. (or 4 seats) for restaurant uses; to 1 space per 300 sq. ft. for the AACAP preferred uses of restaurants and office. As a means of promoting revitalization and redevelopment of the Artesia and Aviation corridors, the updated Land Use Element proposes to further increase the allowable FAR from 0.6 to 1.5, effectively allowing up to 2.5 times more building space.

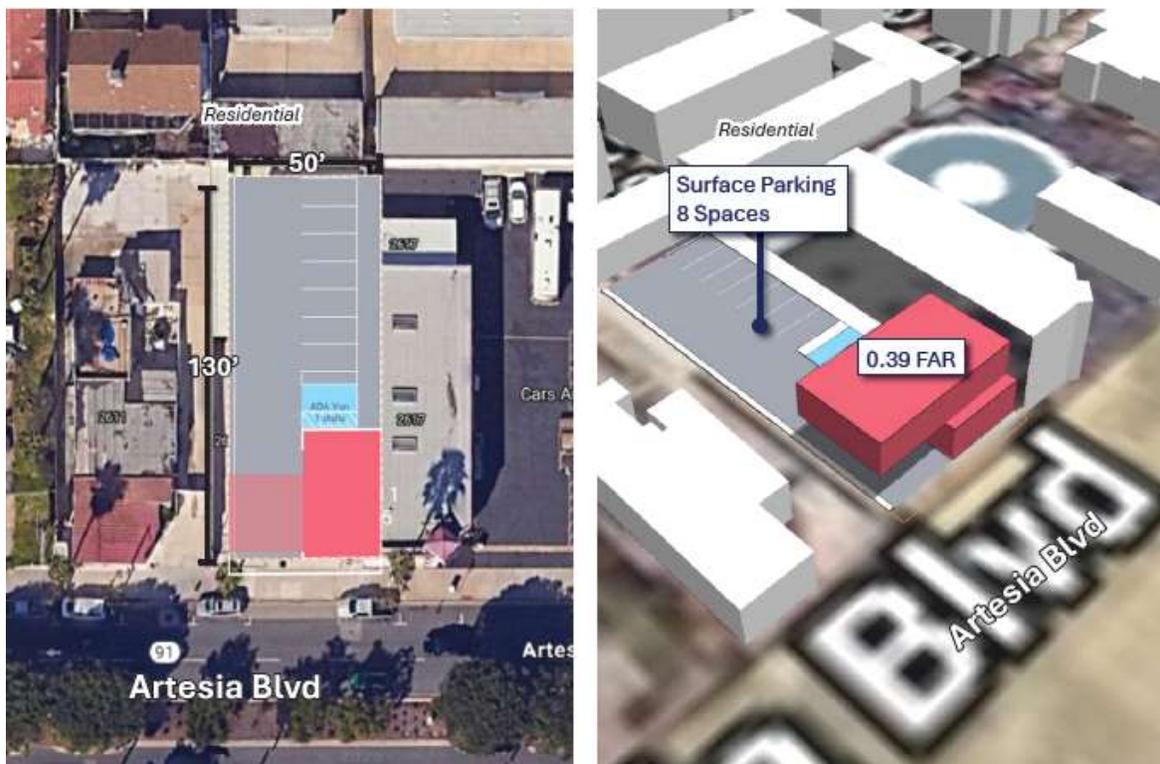
On May 22, 2025, the Community Development Department mailed a survey (see Attachment 2) to property owners along Artesia and Aviation and the results support the conclusion that the current development standards are an impediment to redevelopment. The survey received 24 responses and revealed that while 58% of property owners have generally considered redeveloping their properties, 71% would consider it if the development standards were modified. The following is a ranking of the most significant development barriers identified in the survey: 1) Parking - 26%, 2) Use Restrictions - 20%, 3) Permitting/Approval Timelines - 19%, 4) Building Code/Design Standards - 19%, 5) Floor Area Ratio - 16%. High construction costs ranked as the highest non-regulatory barrier at 39%, while market uncertainty or low demand earned 17% of the votes.

Most of the parcels along Artesia and Aviation are under 10,000 square feet and are occupied by single-story buildings with relatively low development intensity. While increasing the FAR to 1.5 aligns with the City's long-term vision for economic revitalization and redevelopment of Artesia and Aviation, it creates practical barriers due to the off-street parking requirements. For example, a 10,000 sq. ft. commercial lot currently allows 6,000 sq. ft. of building space (0.6 FAR); raising the FAR to 1.5 would allow 15,000 sq. ft. Under the current parking ratio (1 space per 300 sq. ft. of commercial use), this triggers a requirement for 50 parking spaces. A typical surface parking space (including drive aisles) requires 300-350 sq. ft., meaning the site would need up to 17,500 sq. ft. of space just for parking, which is nearly double the lot size. Subterranean parking structures would be necessary to develop in the range of 1-1.5 FAR, however, these are expensive to build, and likely

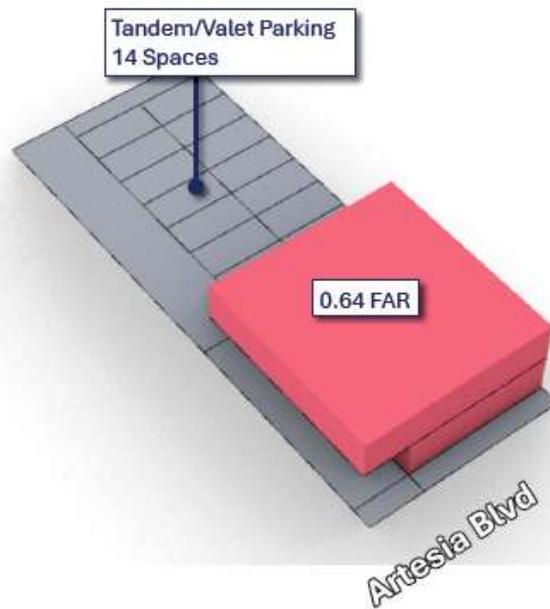
cost prohibitive. Additionally, buildings are currently limited to a two-story, 30-foot, height limit, which would need to be increased to a minimum of three stories with a height allowance of 35-40 feet to accommodate a 1.5 FAR. There is also a requirement that 10% of the FAR be devoted to useable public open space. The City should consider eliminating this requirement, as it is challenging to provide this on small lots while allowing a higher FAR.

As part of the City's investigation of FAR options, a detailed site planning exercise was conducted (see Attachment 3) on three representative properties along Artesia Boulevard. The three types of properties included standard single lots that are 50' wide by 130' deep (6,500 sq. ft.), double-wide lots that are 13,000 sq. ft., and corner sites which are largely triple-wide lots that are approximately 19,500 sq. ft. in size. Different FAR scenarios were analyzed for the various types of properties. Below is a summary of some of the sample sites that were analyzed.

Site 1A - The image below represents the potential development of a 6,500 sq. ft. lot with a 0.39 FAR. The result would be a two-story, 2,500 sq. ft. building, with a requirement for 8-10 surface parking spaces. As represented in the drawings, over three-fourths of the land would be dedicated to surface parking under this scenario.



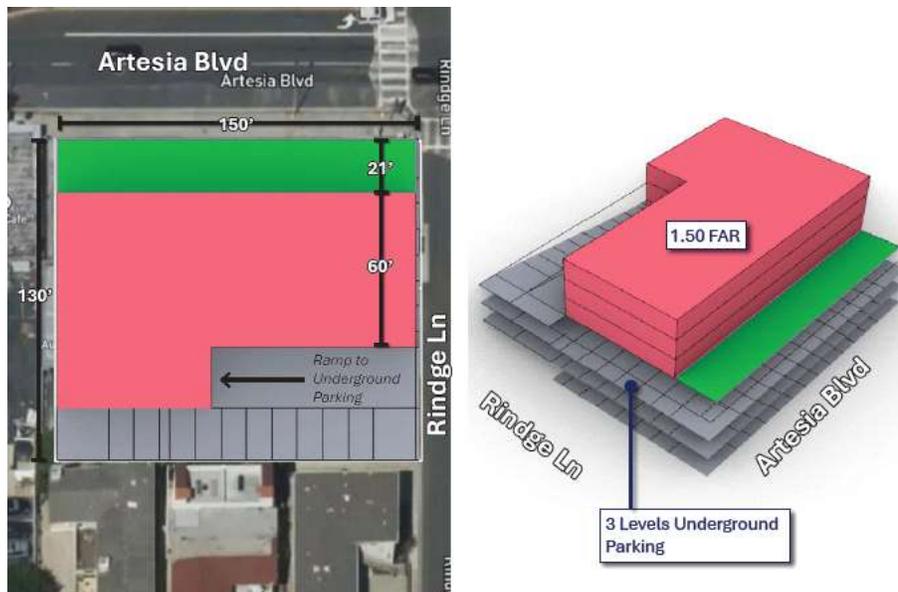
Site 1B - The image below represents the potential development of the same 6,500 sq. ft. lot with a 0.64 FAR. The result would be a two-story, 4,200 sq. ft. building, with a requirement for 17 parking spaces. In this scenario the 17 spaces could only be functional through valet parking, which would allow a more compressed parking area.



The same lot at a 0.84 FAR would allow for a three-story, 5,500 sq. ft. building, and would require 22 parking spaces. This could only be achieved through a triple stack parking lift, as demonstrated in the rendering below.



Site 3D - The image below represents the potential development of a “typical” corner lot along Artesia Blvd that is 19,500 sq. ft. lot at a 1.5 FAR. The result would be a three-story, 29,200 sq. ft. building, with a requirement for 98-117 parking spaces. In this scenario the parking would have to be provided through a 3-level subterranean parking garage.



These examples demonstrate that it would be challenging to build up to the currently allowed 0.6 FAR under the City’s current parking requirements; while building to 1.5 FAR would be nearly impossible. If the City Council decides to increase the FAR allowance, it should do so with associated reductions in parking requirements and some adjustments to story and height limits as well.

It is worth noting that several cities throughout California, including Los Angeles, San Diego, San Francisco, Sacramento, San Jose, Berkely and others have eliminated parking requirements city-wide, or along specific corridors. These cities rely on the market to determine the amount of parking a project provides, which is typically supported by city-led parking management programs and strategies.

Staff has provided a list of parking management strategies (see Attachment 4) that the City may consider implementing along the AACAP. One option is that the City works to develop public parking lots or structures that serve multiple properties along the AACAP. The benefit of this approach is that it reduces the need for every individual property to provide on-site parking. New business or development projects opting not to provide all the required on-site parking could pay a parking-in-lieu fee to contribute towards any future parking facilities.

**Other Policy Considerations:**

Maximum Buildout Cap: A zoning amendment that establishes a cap on the total amount of additional floor area available in a zone or planning area, distributed on a first-come, first-served basis, can promote property redevelopment by creating urgency, competition, and clear incentives for investment. When developers know there is a limited pool of additional FAR available, they are more likely to act quickly to submit redevelopment proposals before the cap is reached. This avoids

prolonged speculation and encourages faster mobilization of underutilized or obsolete properties. It would also help retain some of the existing scale and character of the Artesia and Aviation Corridor by limiting the number of properties that can build to the maximum 1.5 FAR. If the City Council supports this approach, staff could return with specific recommendations on the cap limits and distribution methodology.

Allowing Mixed-Use: Currently, the C-2 and C-2-PD Zones, which are the primary zoning designations along Artesia and Aviation, do not permit residential uses. The City Council should consider allowing vertical mixed-use projects along the corridor, with residential units located above commercial. The intent of increasing the FAR is to incentivize property redevelopment by allowing a larger building envelope, which would result in additional stories. However, based on current market demand, it is most likely that residential units would be the preferred use on the upper stories and could help incentivize redevelopment projects. The benefits of a well-designed mixed-use project, with properly sized commercial space, include increased foot traffic and larger customer base for the local businesses, a more walkable environment, and a sense of community. The City's design standards should ensure that the project places sufficient emphasis on the ground-floor commercial component, including design standards such as requirements for minimum size, ceiling heights, delivery ingress/egress space, a certain amount of transparent glass, public-facing entrances, façade articulation, etc.

In addition to the aforementioned reasons for considering allowing mixed-use, it is worth noting that recent changes in State Housing laws (Assembly Bill 2011, Senate Bill 6 and Assembly Bill 2243) allow housing development projects along "commercial corridors" in zones where office, retail, or parking is a principally permitted use. Artesia and Aviation qualifies as a commercial corridor and in most instances would be subject to these State laws. Because the subject State laws only apply in zones where housing is not permitted, the City may retain more control over a project by permitting housing as an allowed use on the upper stories.

Property Maintenance Ordinance: A property maintenance ordinance requiring property owners to keep buildings and lots in safe, clean, and structurally sound condition can be a powerful tool for promoting economic development and revitalization. Well-maintained properties signal stability and community pride, which can attract investment. Businesses are more likely to locate in areas that look clean and cared for, and potential homebuyers or developers gain confidence in the area's long-term value. A maintenance ordinance compels owners of deteriorating buildings to bring them up to standard. This can motivate reinvestment through repairs, facade improvements, or even full redevelopment, which would enhance the value of individual properties and surrounding blocks. The City Council may wish to consider directing staff to prepare a Property Maintenance Ordinance (a sample Ordinance from the City of Laguna Beach has been provided, see Attachment 6), which would serve as an additional tool for promoting revitalization and economic development. The Ordinance could initially be applied to the Artesia and Aviation Corridor, as a pilot program, and eventually applied City-wide if the effort proves to be successful.

## **Conclusion**

While the goal of encouraging redevelopment through a higher FAR is sound, doing so without updating parking requirements and other development standards may have little effect on actual site development. Staff recommends a coordinated approach between the development standards that support the City's goals for revitalization and redevelopment of Artesia and Aviation. Staff is seeking guidance from the City Council on the following policy questions:

- Would the City Council like to increase the FAR so that is higher than 0.6? If so, does it support up to 1.5 FAR?
- Does the City Council support the concept of placing a cap on the total floor area allowed along Artesia and Aviation?
- Does the City Council recommend updating other development standards, such parking requirement reductions, increasing the number of stories from two to three, raising the allowable height from 30' to 45', and eliminating the open space requirement?
- If parking requirements are reduced, should this be in association with the development of a parking management plan?
- Does the City Council support mixed-use development with residential above commercial along Artesia and Aviation?
- Would the City Council like to further explore the preparation of a property maintenance ordinance?

### **Environmental Status**

On November 5, 2024, the City Council adopted a resolution certifying the associated Final Environmental Impact Report for the comprehensive General Plan update (State Clearinghouse Number 202305073). The Final Environmental Impact Report accounts for a potential maximum of 1.5 FAR along the entire Artesia and Aviation Corridor and allows the City to set a cap at or below that amount in the Land Use Element.

### **COORDINATION**

This administrative report was prepared in coordination with the City Manager's Office.

### **FISCAL IMPACT**

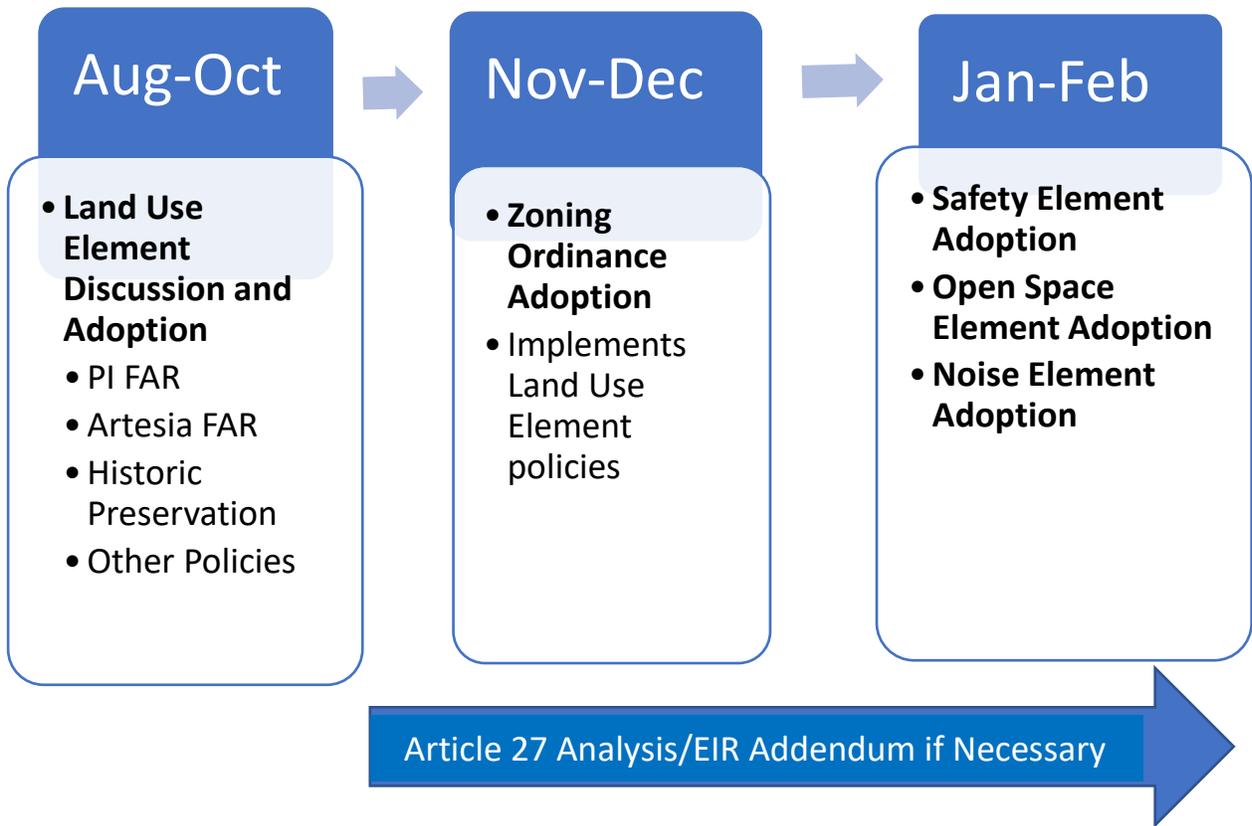
On March 18, 2025, the City Council approved a seventh amendment to the Agreement with Placeworks Planning and Environmental consulting bringing the total cost of the General Plan update to \$2,459,846. It is not anticipated that any additional amendments or funding will be needed to complete the update.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Attachment 1 - General Plan Update Schedule
- Attachment 2 - Artesia and Aviation Survey Results
- Attachment 3 - Building Massing/Parking Study
- Attachment 4 - Parking Management Strategies
- Attachment 5 - Artesia and Aviation Corridor Area Plan
- Attachment 6 - City of Laguna Beach Property Maintenance Ordinance



**March/April  
Special Election**

- Ballot:**
1. PI FAR
  2. Artesia FAR/Other Amendments

# Responses Overview

Active

Responses

**24**



Average Time

**04:28**

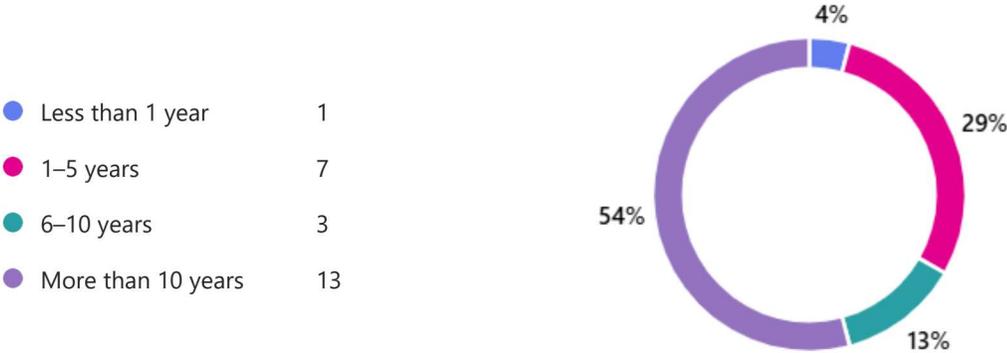


Duration

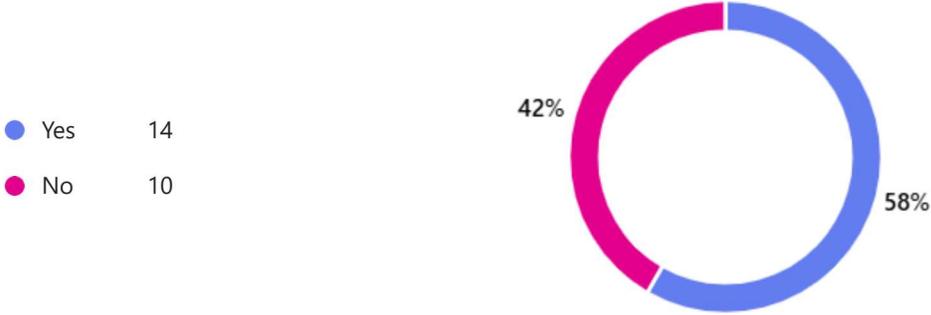
**67** Days



1. How long have you owned your property?

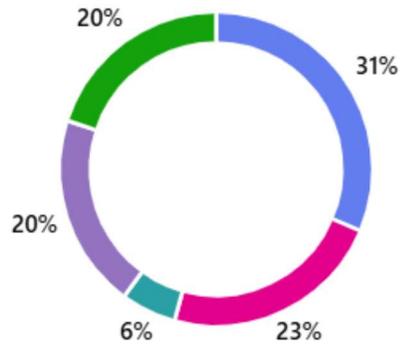


2. Have you ever considered redeveloping your property?



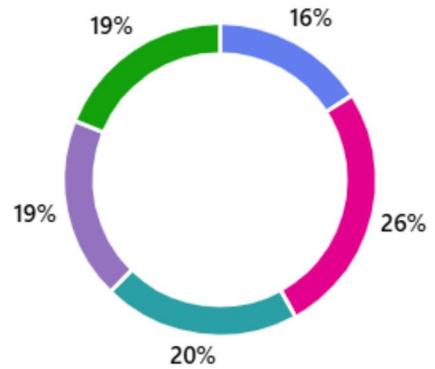
3. If yes, what motivated you to consider redevelopment? *(Select all that apply)*

● Increased revenue potential	11
● Property deterioration	8
● Changes in zoning or regulations	2
● Market demand	7
● Other	7



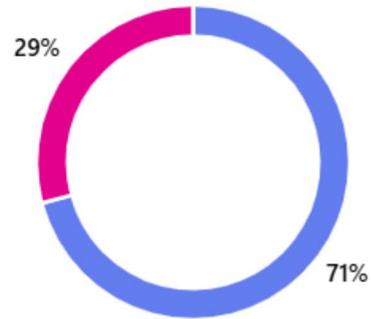
4. What regulations do you believe are the largest barrier to supporting redevelopment? *(Select all that apply)*

● Floor Area Ratio/Height Limits	11
● Parking requirements	18
● Use Restrictions	14
● Permitting and approval timelines	13
● Building codes and design standards	13



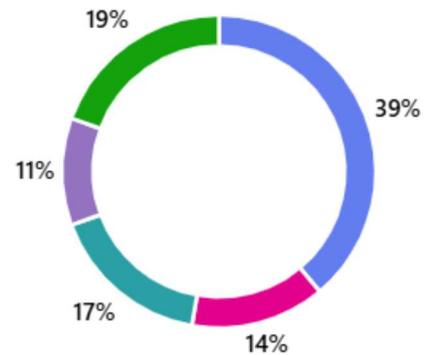
5. Would you consider redeveloping your property if any of the above regulatory barriers were modified/reduced?

- Yes 17
- No 7

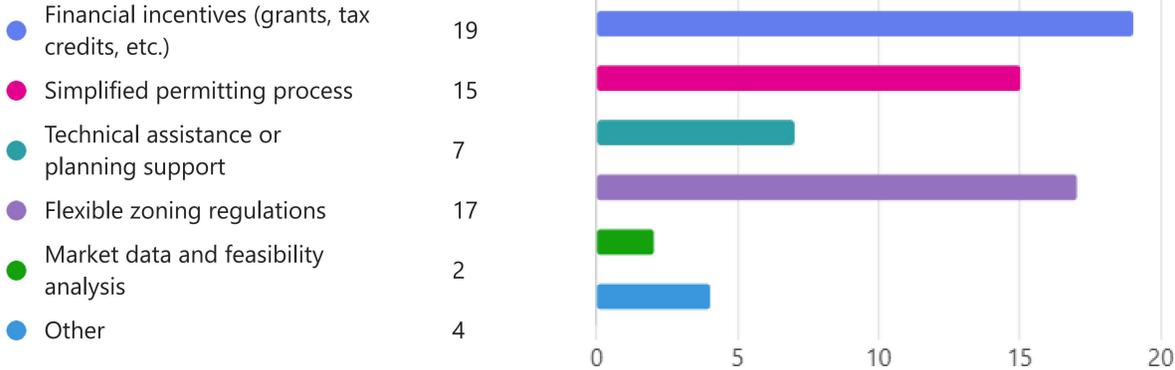


6. Do any of the following non-regulatory barriers prevent you from redeveloping your property? (Select all that apply)

- High construction or renovation costs 14
- Difficulty obtaining financing 5
- Market uncertainty or low demand 6
- Tenant occupancy issues 4
- Other 7



7. What types of support or incentives would make you more likely to redevelop your property? (Select all that apply)



# Artesia/Aviation

# F.A.R. Studies

May 2025

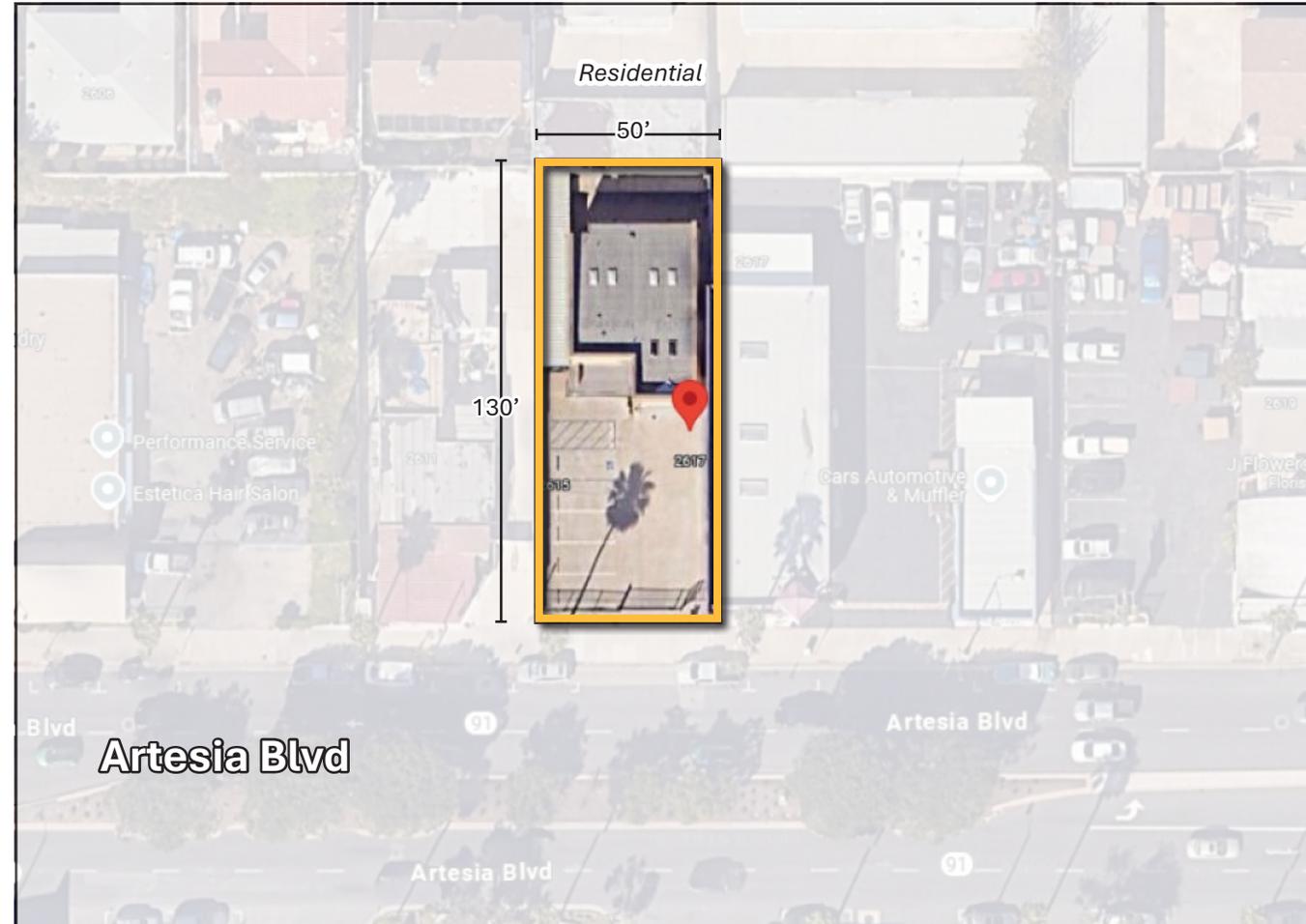
Prepared for City of Redondo Beach  
Prepared by PlaceWorks

# 1

## Site 1: 2613 Artesia Blvd Existing Conditions

Site Area	0.15 AC / 6,500 SF
Existing Use	Commercial
Building Height	2 Story / 25'
Total Floor Area	1,520 SF
FAR	0.23

- Underground parking not feasible due to lot size and dimensions. Width is too narrow to accommodate ramp and turning movements.

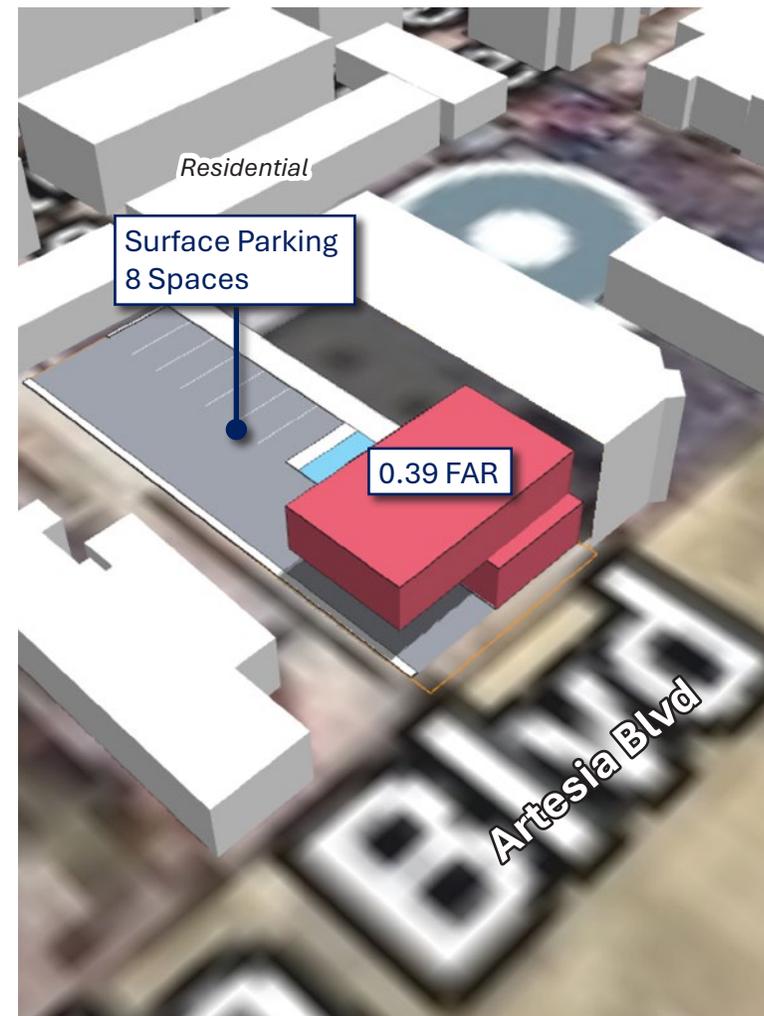


# 1A

## Site 1: 2613 Artesia Blvd Scenario A: Surface Parking Only

Site Area	0.15 AC / 6,500 SF
Building Height	2 Stories / 25'
Total Floor Area	2,500 SF
FAR	.39
Parking Req'd 1 space per 300	8
Parking Req'd 1 space per 250	10
Parking Provided	8
Parking Type	Surface
Building Depth:	40' 1st Floor 30' 2nd Floor
Open Space Req'd	N/A
Open Space Provided	N/A

- Meets current parking standards and AACAP Design Guidelines
- Massing maximizes street frontage presence
- Second story includes 6' stepback to accommodate balcony amenity opportunity
- Parking hidden from public view
- Narrow building depth (60' min recommended for retail)

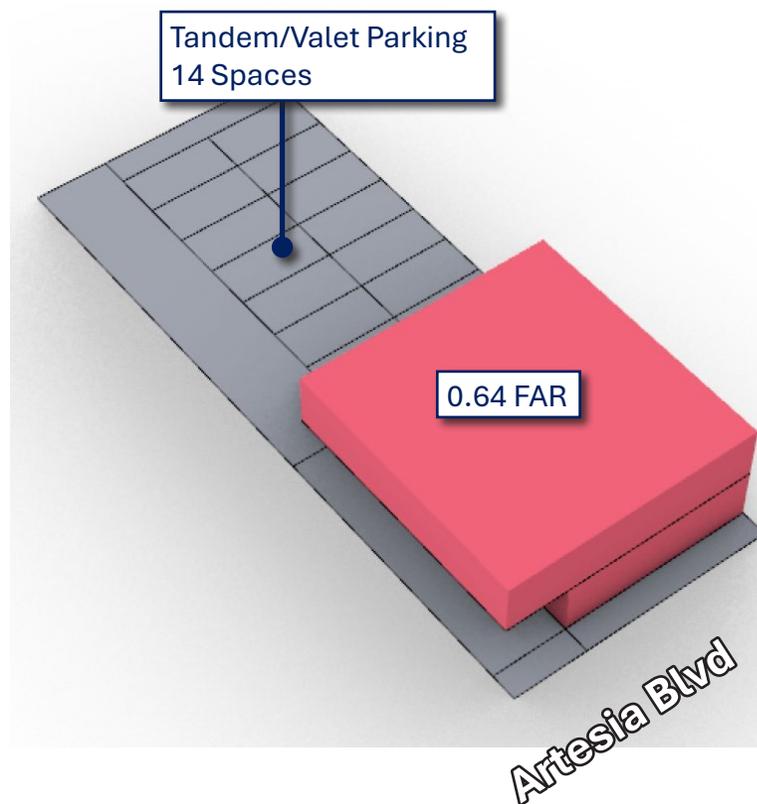


# 1B

## Site 1: 2613 Artesia Blvd Scenario B: Valet/Tandem Parking

Site Area	0.15 AC / 6,500 SF
Building Height	2 Stories / 25'
Total Floor Area	4,200 SF
FAR	.64
Parking Req'd 1 space per 300	14
Parking Req'd 1 space per 250	17
Parking Provided	14
Parking Type	Valet/Tandem
Building Depth:	50'
Open Space Req'd	N/A
Open Space Provided	N/A

- Valet/tandem parking requires on-site attendant
- Narrow one way driveway
- Increased ground floor frontage and footprint

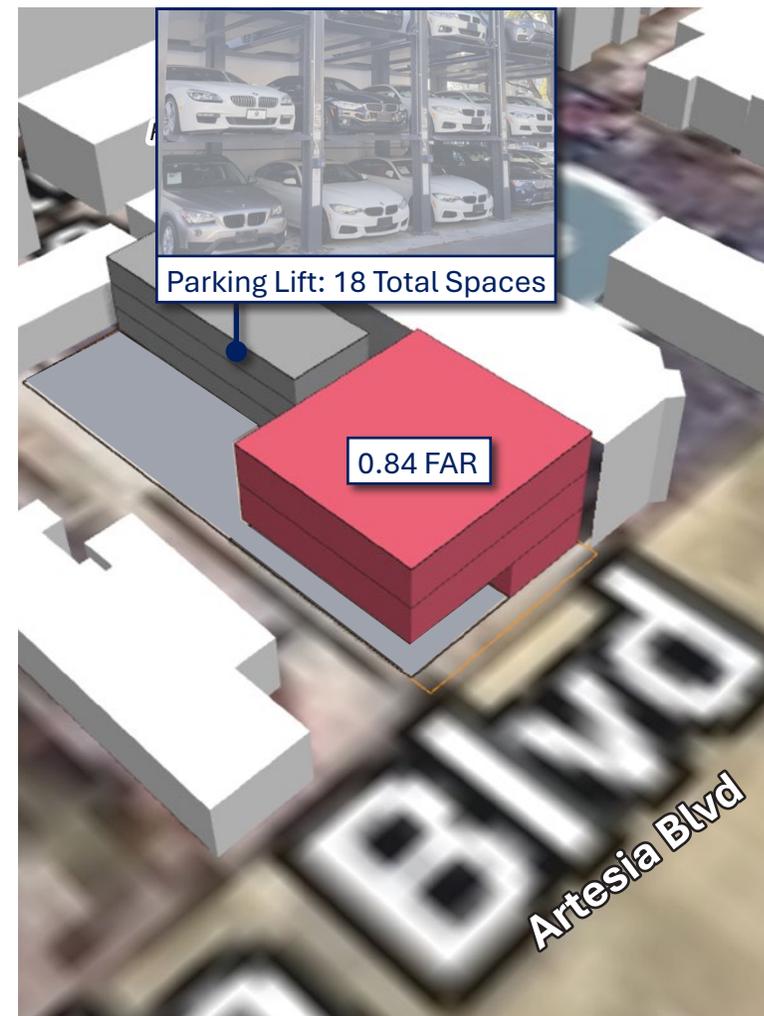


# 1B

## Site 1: 2613 Artesia Blvd Scenario B: Mechanical Lift Parking

Site Area	0.15 AC / 6,500 SF
Building Height	3 Stories / 35'
Total Floor Area	5,500 SF
FAR	.84
Parking Req'd 1 space per 300	18
Parking Req'd 1 space per 250	22
Parking Provided	18
Parking Type	Triple Stack Lift
Building Depth:	45'
Open Space Req'd	N/A
Open Space Provided	N/A

- Mechanical lift height: 25' total
- Mechanical lift may require parking attendant
- Does not meet 20' setback requirement from rear residential use
- May require screening to mitigate views from adjacent residential uses
- Parking hidden from street view



# 1

## Site 1: 2613 Artesia Blvd Existing Conditions

Site Area	0.15 AC / 6,500 SF
Total Floor Area	9,750 SF
FAR	1.50
Parking Req'd 1 space per 300	33
Parking Req'd 1 space per 250	39
Parking Type	Surface

 Lot Area

- Surface parking within the lot area will not accommodate parking requirements at 1.50 FAR.



**Surface parking within site area  
11 Parking Spots**



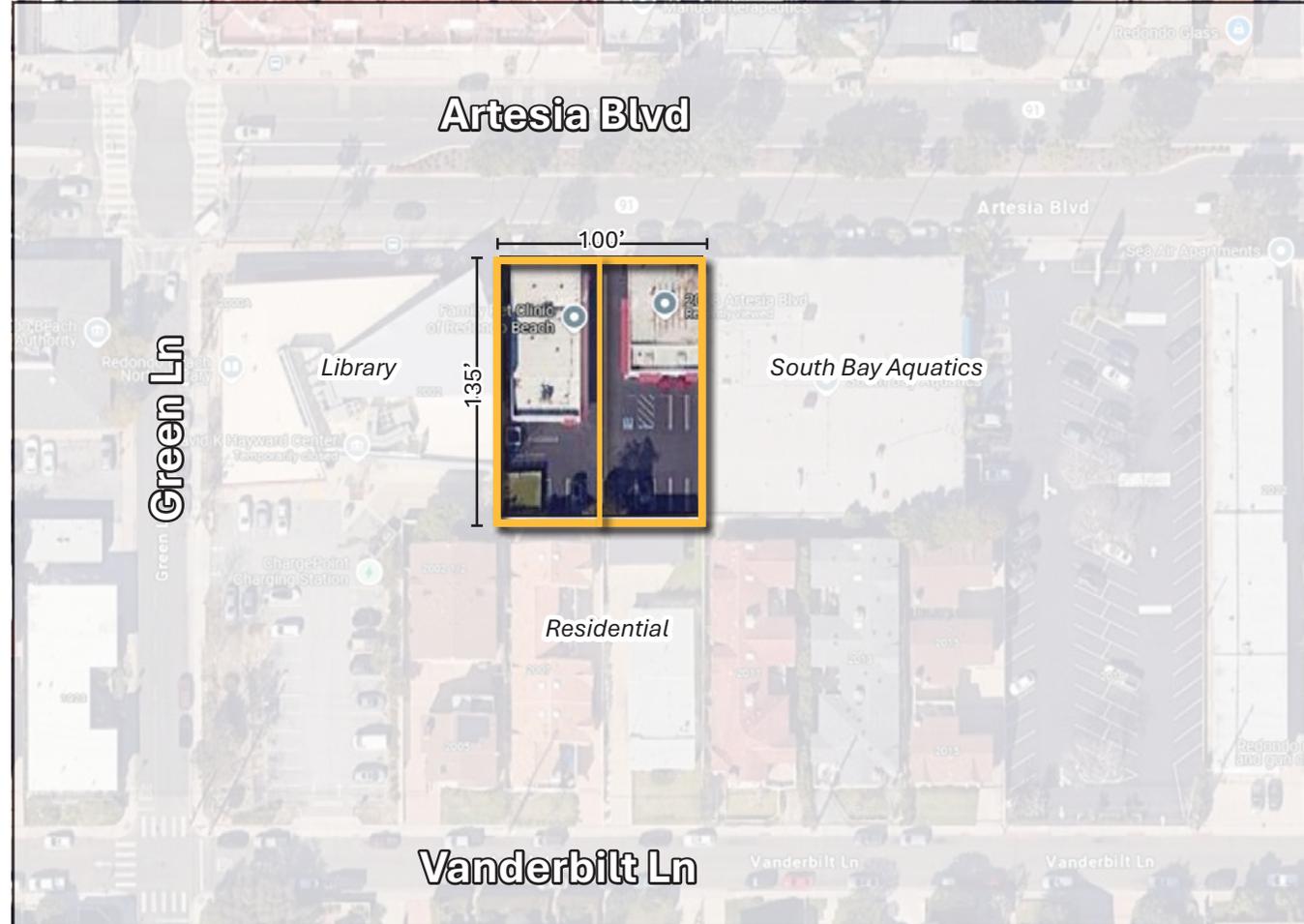
**Surface parking needed to accommodate 1.5 F.A.R.  
33 Parking Spots**

# 2

## Site 2: 2008-2012 Artesia Blvd Existing Conditions

Site Area	0.30 AC / 13,000 SF
Existing Use	Pet Clinic
Building Height	1 Story / 15'
Total Floor Area	3,624 SF
FAR	0.28

- Two lots under single ownership
- Mid-block

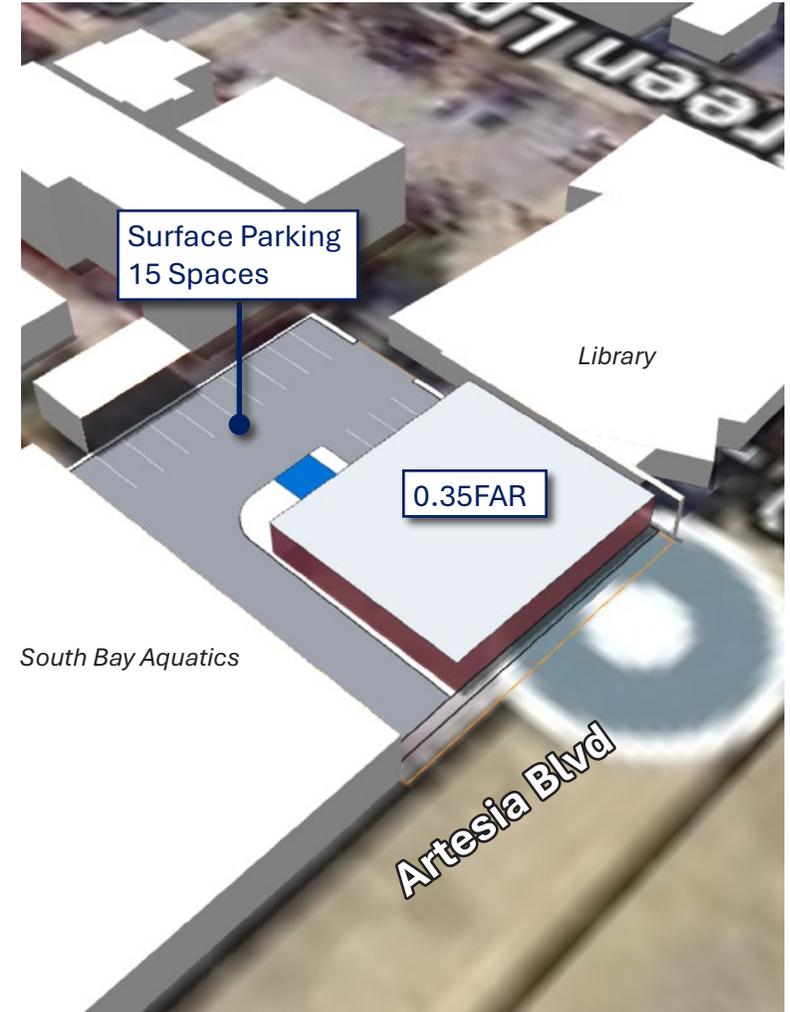


# 2A

## Site 2: 2008-2012 Artesia Blvd Scenario A: Surface Parking

Site Area	0.30 AC / 13,000 SF
Building Height	1 Stories / 15'
Total Floor Area	4,600 SF
FAR	0.35
Parking Req'd 1 space per 300	15
Parking Req'd 1 space per 250	18
Parking Provided	15
Parking Type	Surface
Building Depth:	60'
Open Space Req'd	N/A
Open Space Provided	N/A

- Meets current parking standards and AACAP Design Guidelines

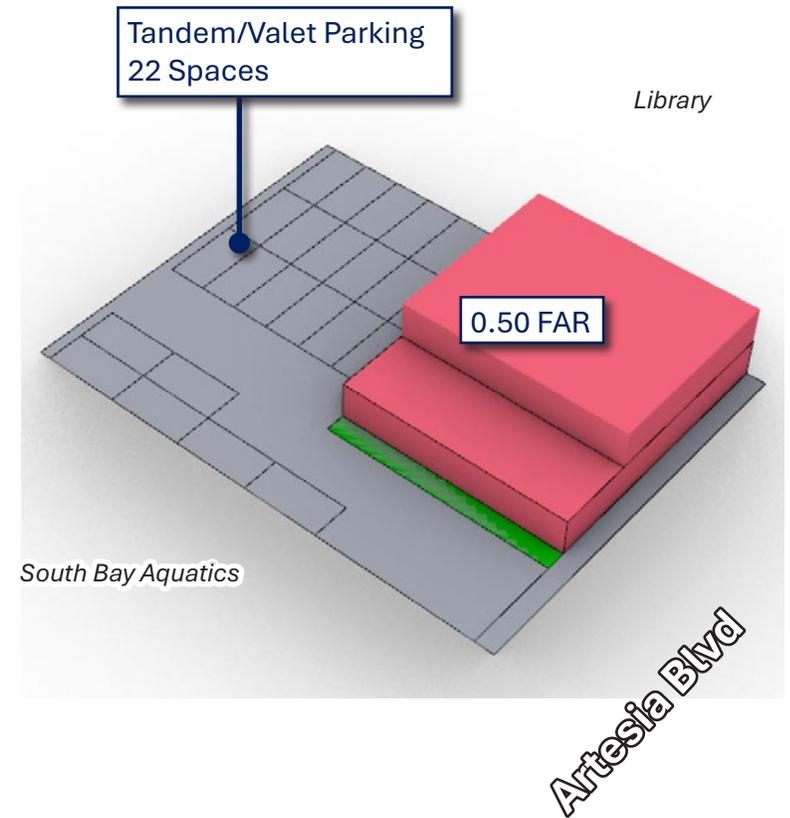


# 2B

## Site 2: 2008-2012 Artesia Blvd Scenario B: Valet/Tandem

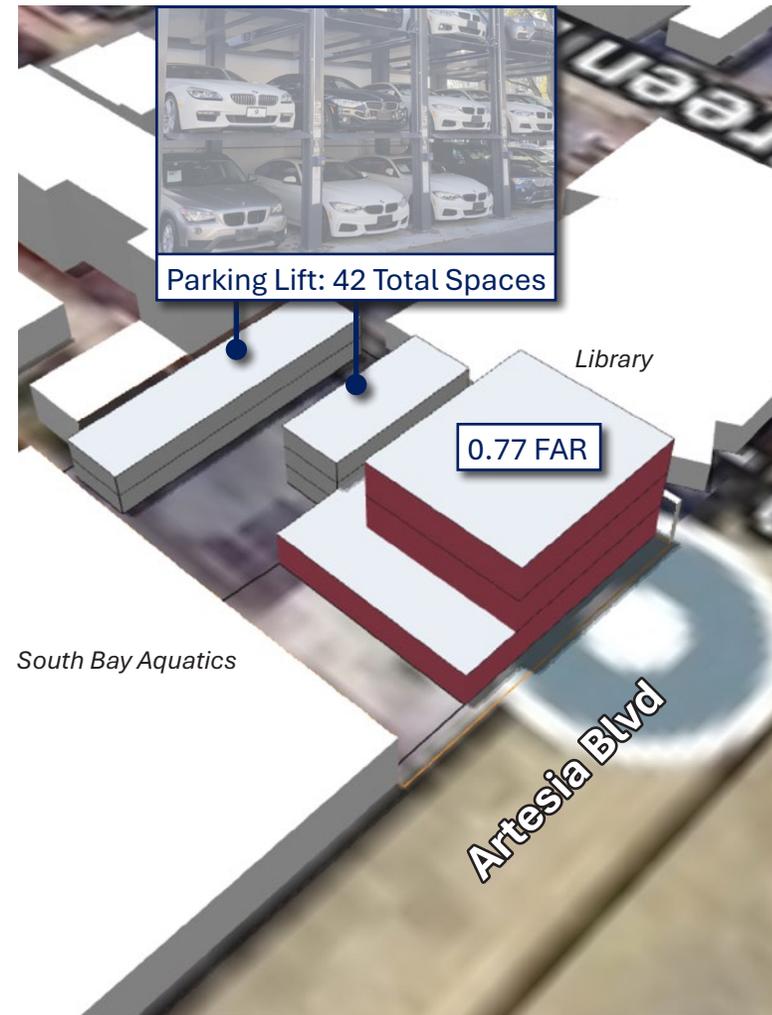
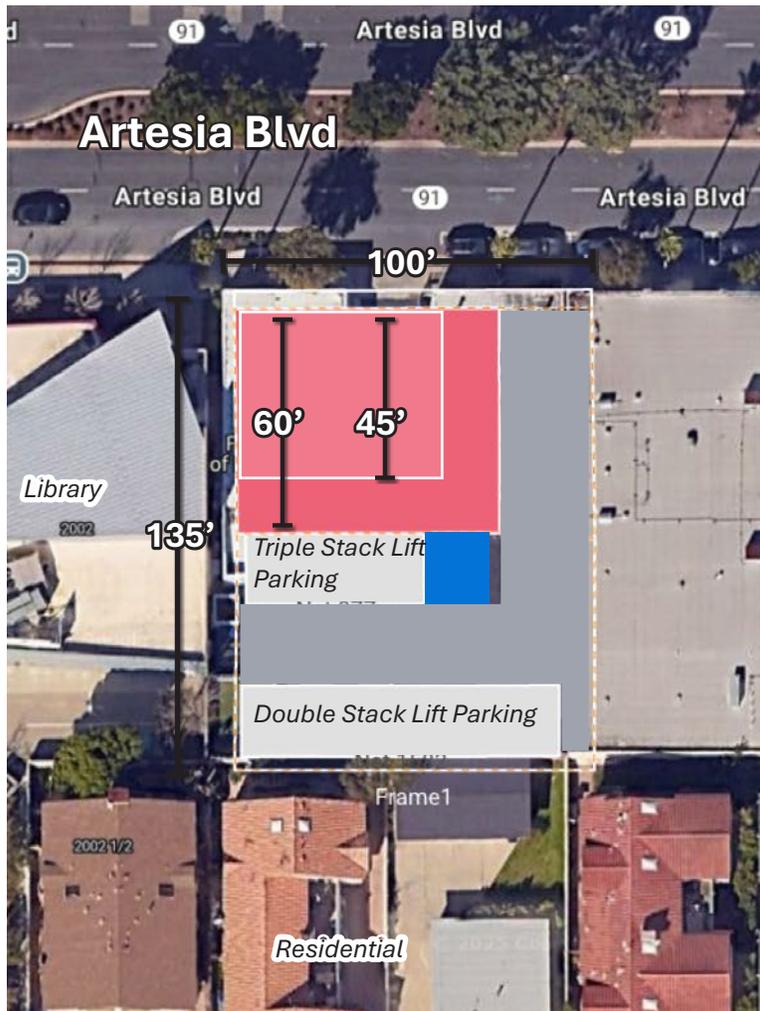
Site Area	0.30 AC / 13,000 SF
Building Height	2 Stories / 25'
Total Floor Area	6,600 SF
FAR	0.50
Parking Req'd 1 space per 300	22
Parking Req'd 1 space per 250	26
Parking Provided	22
Parking Type	Valet/Tandem
Building Depth:	First Floor: 60' Second Floor: 34'
Open Space Req'd	N/A
Open Space Provided	N/A

- Valet/tandem parking requires on-site attendant
- Second story deck for office uses and/or outdoor dining



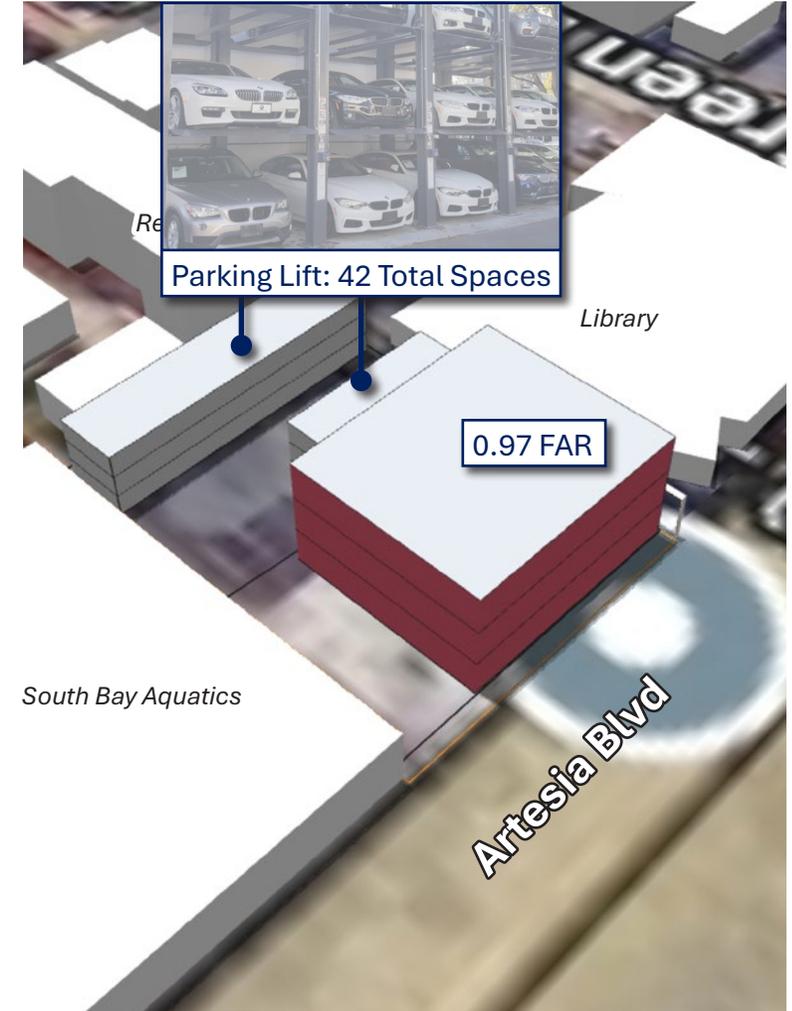
Site Area	0.30 AC / 13,000 SF
Building Height	3 Stories / 35'
Total Floor Area	10,000 SF
FAR	0.77
Parking Req'd 1 space per 300	33
Parking Req'd 1 space per 250	40
Parking Provided	33
Parking Type	Mechanical Lift
Building Depth:	First Floor: 60' Second/Third Floor: 45'
Open Space Req'd	N/A
Open Space Provided	N/A

- Mechanical lift parking may require on-site attendant
- Double stack lift height 14' (potential height to top of car)
- Triple Stack Mechanical lift height: 25' total
- May require screening to mitigate views from adjacent residential uses
- Second story deck for office uses and/or outdoor dining

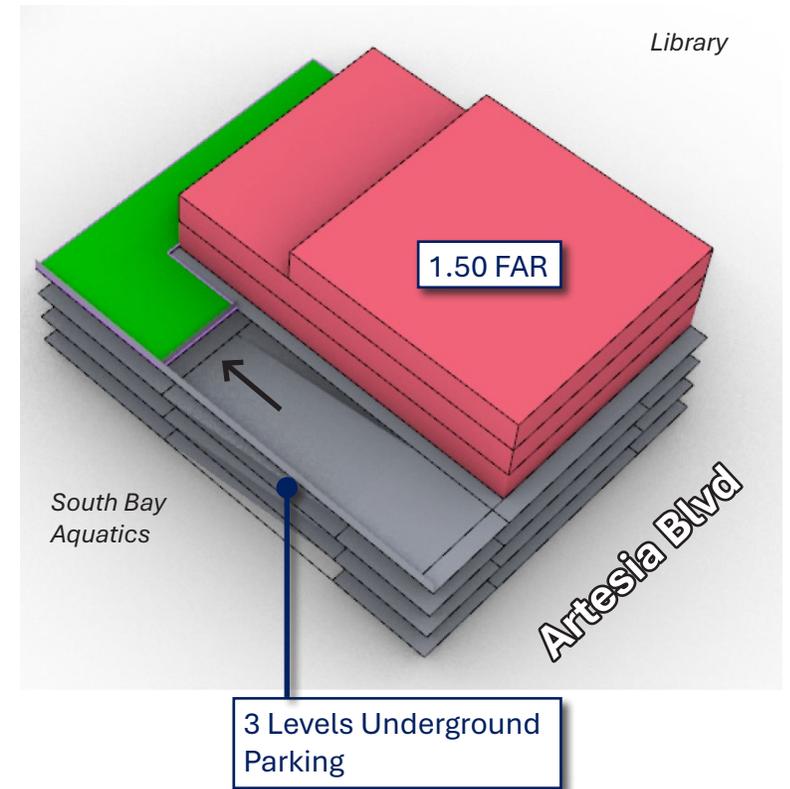


Site Area	0.30 AC / 13,000 SF
Building Height	3 Stories / 35'
Total Floor Area	12,600 SF
FAR	0.97
Parking Req'd 1 space per 300	42
Parking Req'd 1 space per 250	50
Parking Provided	42
Parking Type	Mechanical Lift
Building Depth:	60'
Open Space Req'd	N/A
Open Space Provided	N/A

- Triple Stack Mechanical lift height: 25' total
- May require screening to mitigate views from adjacent residential uses



Site Area	0.30 AC / 13,000 SF
Building Height	3 Stories / 35'
Total Floor Area	19,500 SF
FAR	1.50
Parking Req'd 1 space per 300	65
Parking Req'd 1 space per 250	78
Parking Provided	65
Parking Type	Underground (3 Levels)
Building Depth:	First/Second Floor: 105' Third Floor: 65'
Open Space Req'd	1,950 SF
Open Space Provided	2,500 SF



# 2

## Site 2: 2008-2012 Artesia Blvd Surface Parking Comparison

Site Area	0.30 AC / 13,000 SF
Total Floor Area	19,500 SF
FAR	1.50
Parking Req'd 1 space per 300	65
Parking Req'd 1 space per 250	78
Parking Type	Surface

 Lot Area

- Surface parking within the lot area will not accommodate parking requirements at 1.50 FAR.



**Surface parking within site area  
24 Parking Spots**

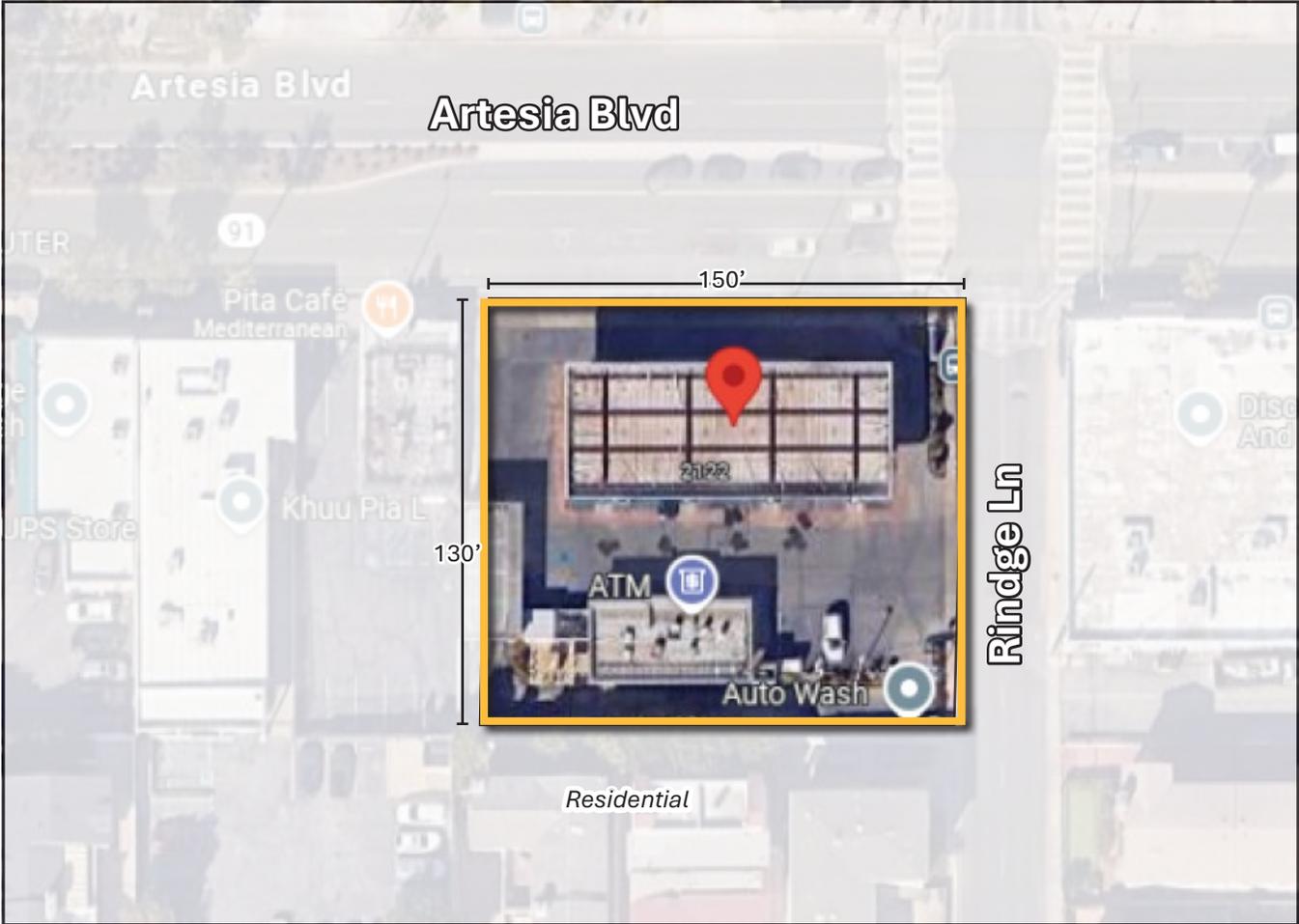


**Surface parking needed to accommodate 1.5 F.A.R.  
65 Parking Spots**

# 3

## Site 2: 2018-2020 Artesia Blvd Existing Conditions

Site Area	0.45 AC / 19,500 SF
Existing Use	Gas Station
Building Height	1 Story / 15'
Total Floor Area	880 SF
FAR	0.05

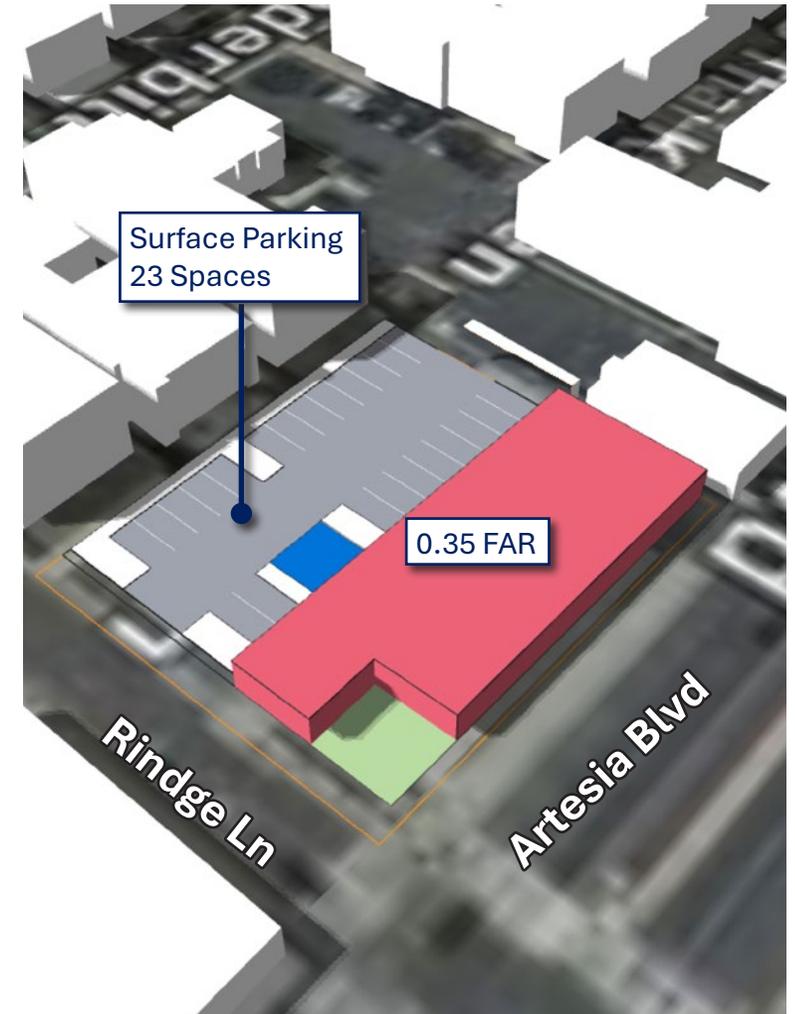
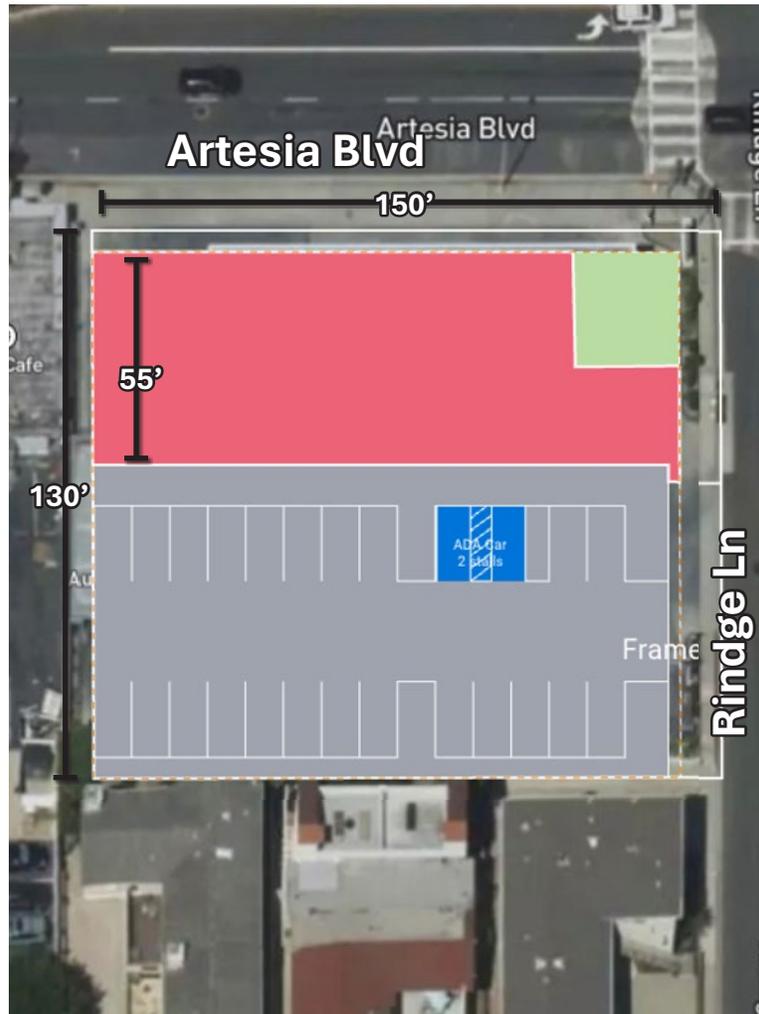


# 3A

## Site 3: 2018-2020 Artesia Blvd Scenario A: Surface Parking

Site Area	0.45 AC / 19,500 SF
Building Height	1 Stories / 15'
Total Floor Area	6,800 SF
FAR	0.35
Parking Req'd 1 space per 300	23
Parking Req'd 1 space per 250	27
Parking Provided	23
Parking Type	Surface Parking Only
Building Depth:	55'
Open Space Req'd	N/A
Open Space Provided	680 SF

- Meets current parking standards and AACAP Design Guidelines
- Open Space engages intersection corner with potential plaza or outdoor dining.

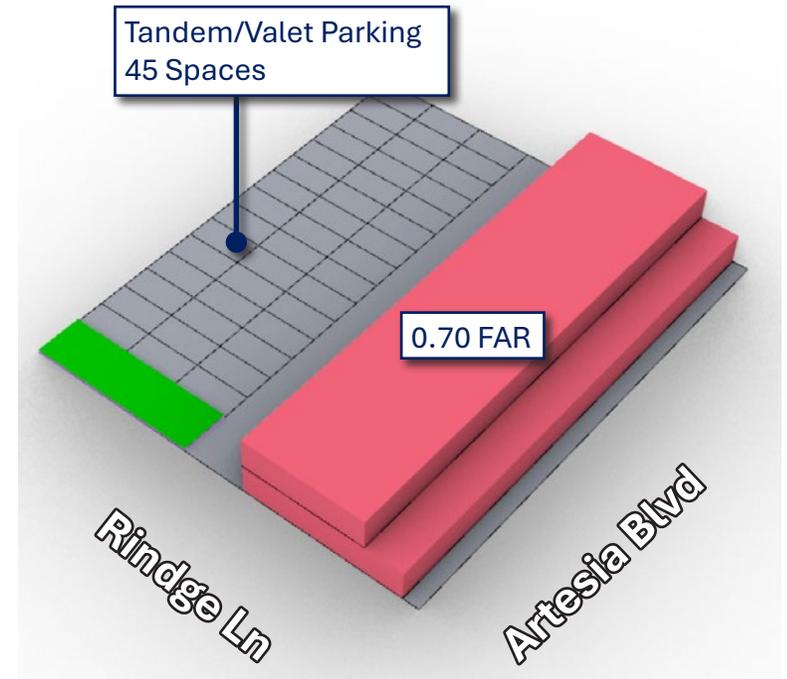


# 3B

## Site 3: 2018-2020 Artesia Blvd Scenario B: Valet/Tandem Parking

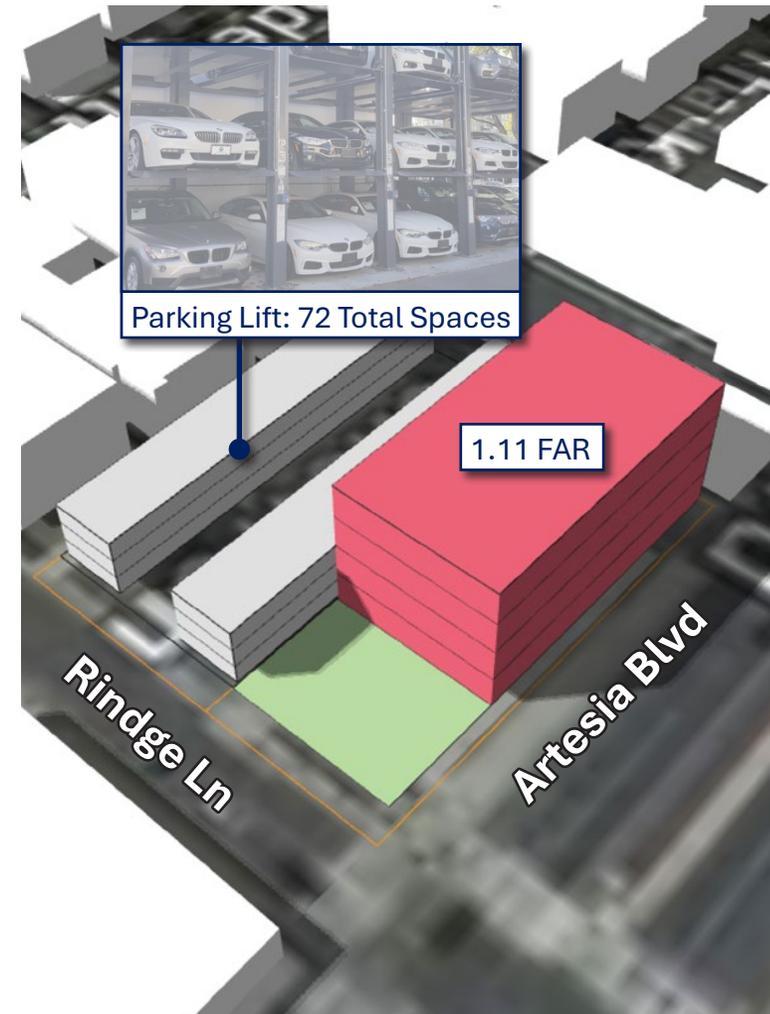
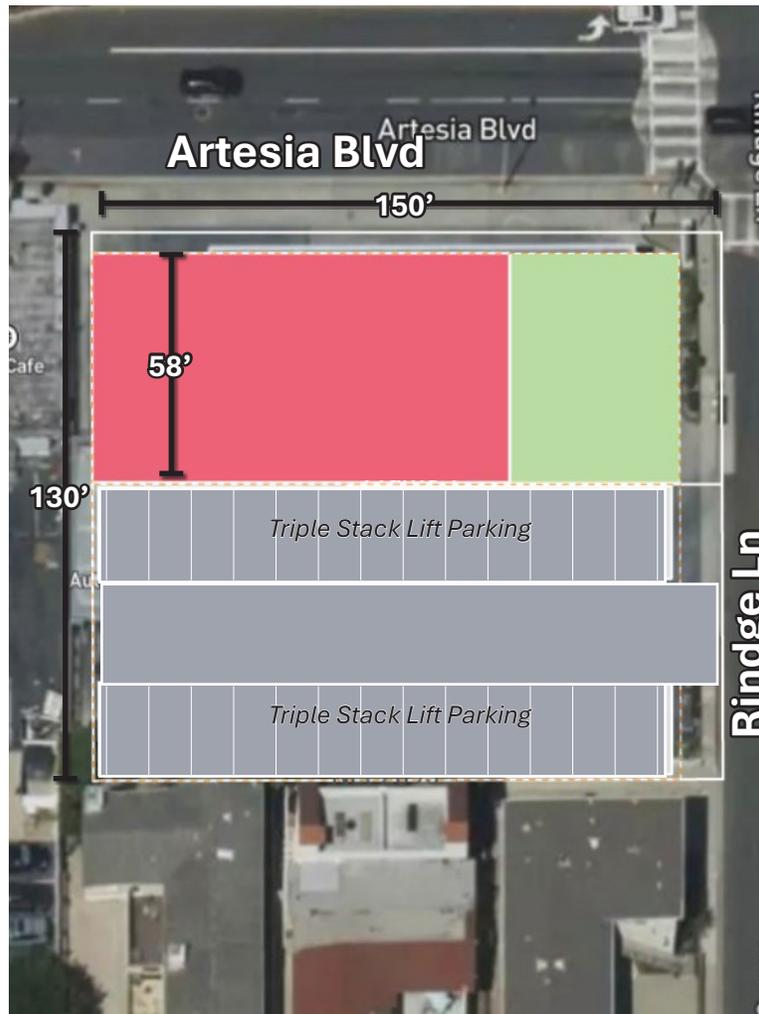
Site Area	0.45 AC / 19,500 SF
Building Height	2 Stories / 25'
Total Floor Area	13,500 SF
FAR	0.70
Parking Req'd 1 space per 300	45
Parking Req'd 1 space per 250	54
Parking Provided	45
Parking Type	Valet/Tandem
Building Depth:	First Floor: 50' Second Floor: 40'
Open Space Req'd	N/A
Open Space Provided	810 SF

- Open space provided to mitigate and screen views of rear parking, as well as buffer the parking area from the pedestrian right of way.

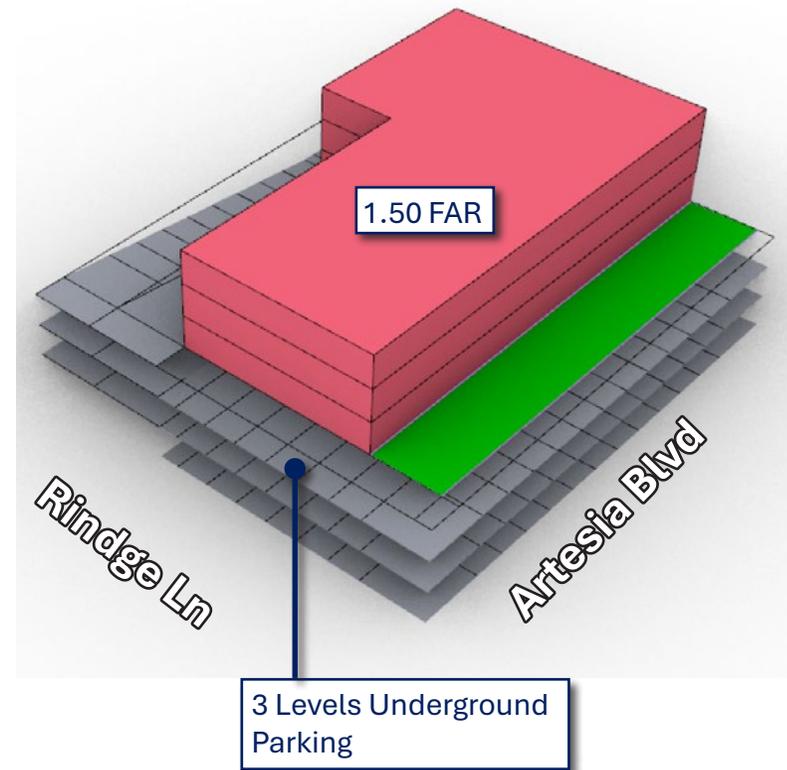
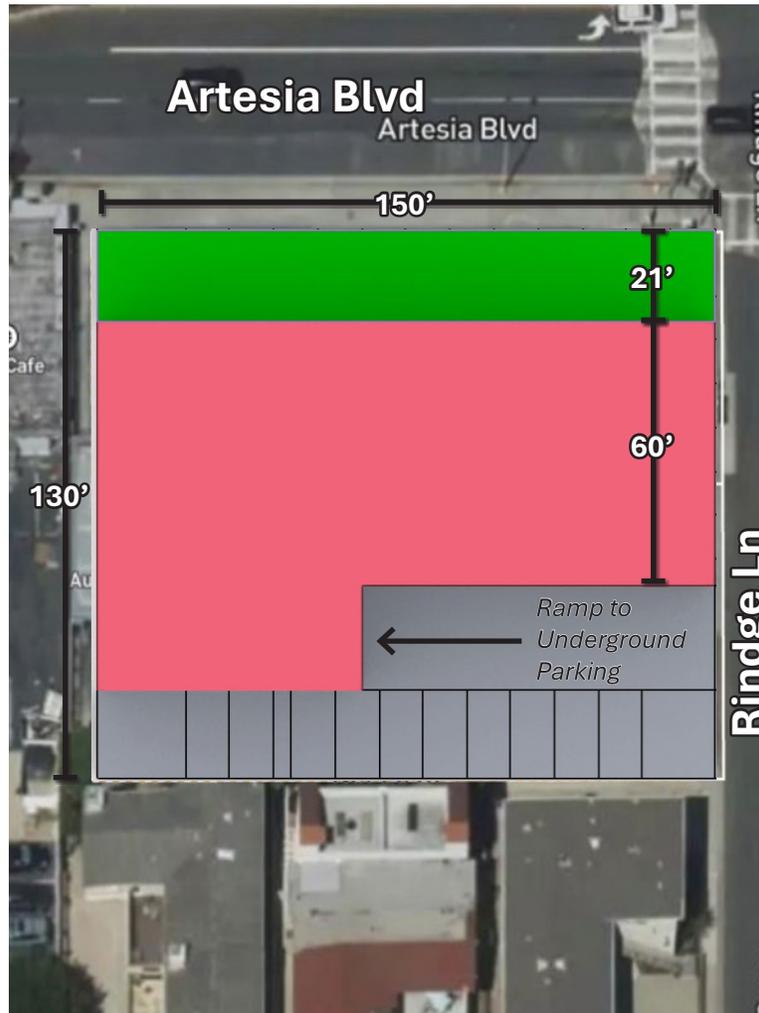


Site Area	0.45 AC / 19,500 SF
Building Height	4 Stories / 45'
Total Floor Area	21,600 SF
FAR	1.11
Parking Req'd 1 space per 300	72
Parking Req'd 1 space per 250	86
Parking Provided	72
Parking Type	Mechanical Lift
Retail Depth:	58'
Open Space Req'd	2,160 SF
Open Space Provided	2,160 SF

- Triple Stack Mechanical lift height: 25' total
- May require screening to mitigate views from adjacent residential uses
- Parking equipment visible from Rindge Ln



Site Area	0.45 AC / 19,500 SF
Building Height	3 Stories / 35'
Total Floor Area	29,250 SF
FAR	1.50
Parking Req'd 1 space per 300	98
Parking Req'd 1 space per 250	117
Parking Provided	117
Parking Type	Underground (3 Levels)
Retail Depth:	60'
Open Space Req'd	2,925 SF
Open Space Provided	2,940 SF



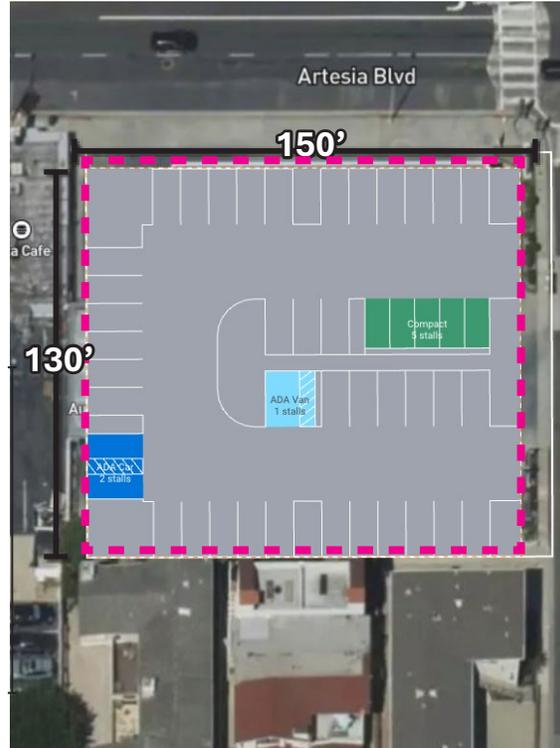
# 3

## Site 3: 2018-2020 Artesia Blvd Surface Parking Comparison

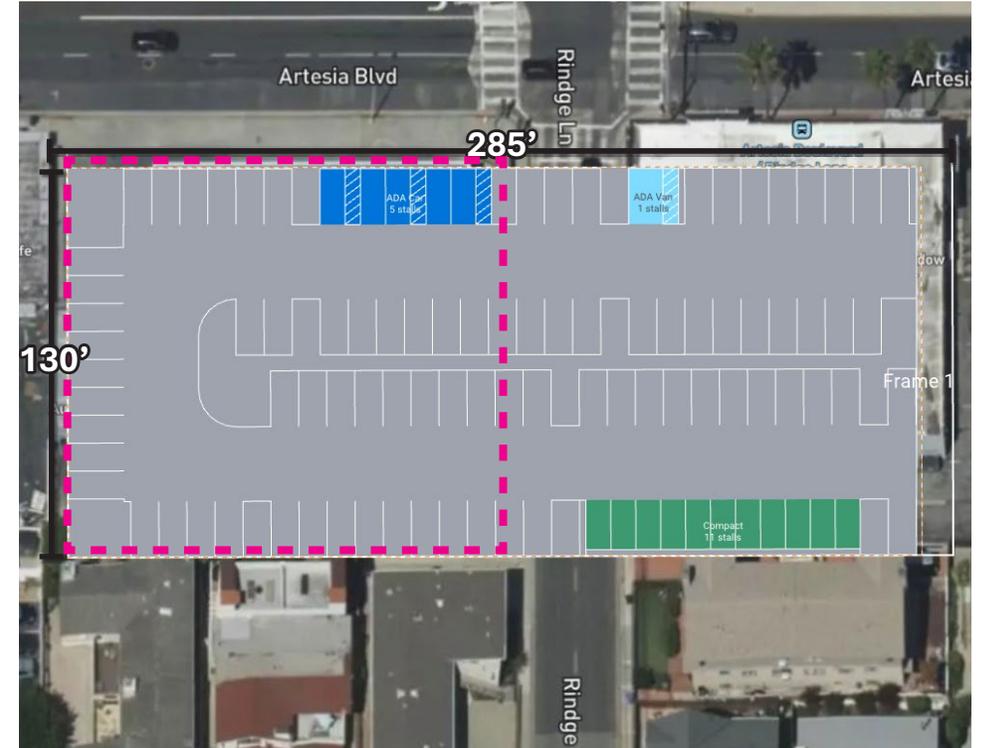
Site Area	0.45 AC / 19,500 SF
Total Floor Area	29,250 SF
FAR	1.50
Parking Req'd 1 space per 300	98
Parking Req'd 1 space per 250	117
Parking Type	Surface

 Lot Area

- Surface parking within the lot area will not accommodate parking requirements at 1.50 FAR.



**Surface parking within site area  
45 Parking Spots**



**Surface parking needed to accommodate 1.5 F.A.R.  
98 Parking Spots**

Here are examples of several **parking programs** and strategies that cities can adopt to **support a reduction or elimination of on-site parking requirements**, while still addressing mobility and access needs:

---

### 1. Shared Parking Programs

- **Description:** Allows multiple uses (e.g., office, retail, residential) with **different peak hours** to share a common pool of parking spaces.
  - **Benefit:** Reduces the total number of required spaces by maximizing use of existing capacity.
  - **Example:** A church that is busiest on Sundays could share parking with nearby weekday office buildings.
- 

### 2. Residential Parking Permit Programs (RPP)

- **Description:** Limits on-street parking in residential neighborhoods to permit holders (typically residents), preventing spillover parking from nearby commercial or high-density developments.
  - **Benefit:** Manages neighborhood concerns without requiring excess off-street parking.
- 

### 3. Public or District Parking Facilities

- **Description:** Cities can develop **public or shared district parking lots or structures** that serve multiple properties within a defined area (e.g., downtowns or commercial corridors).
  - **Benefit:** Reduces the need for every individual property to provide on-site parking.
  - **Example:** A city-owned parking garage shared by retail and restaurants.
-

#### 4. Parking Cash-Out Programs

- **Description:** Employers offer employees the option to **receive cash instead of a subsidized parking space**.
  - **Benefit:** Encourages employees to use alternative transportation, reducing demand for on-site parking.
  - **State Policy:** California law (AB 2109) mandates this for certain employers who lease parking.
- 

#### 5. Dynamic Pricing for On-Street Parking

- **Description:** Implements **real-time demand-based pricing** for metered parking to keep a few spaces open at all times.
  - **Benefit:** Reduces cruising for parking and ensures more efficient use of existing curb space.
  - **Example:** San Francisco's **SFpark** program.
- 

#### 6. Unbundled Parking

- **Description:** Requires that the cost of parking be **separated ("unbundled") from the cost of renting or owning a unit**.
  - **Benefit:** Gives renters or buyers the option to **only pay for parking if they use it**, encouraging car-free or car-light lifestyles.
- 

#### 7. Car Share and Bike Share Integration

- **Description:** Promotes access to mobility without personal vehicle ownership by partnering with car-share and bike-share providers.
  - **Benefit:** Reduces the need for households to own multiple cars, thereby reducing parking demand.
-

## 8. Transportation Demand Management (TDM) Programs

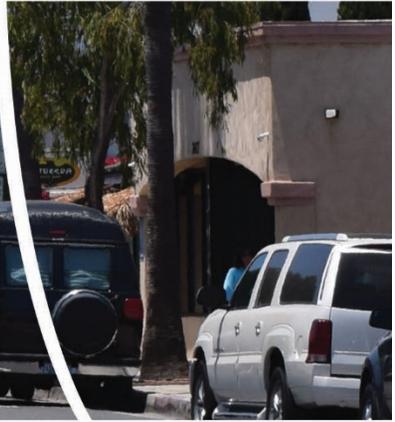
- **Description:** Broader strategies that reduce reliance on single-occupancy vehicles through transit passes, employer shuttles, rideshare incentives, and more.
  - **Benefit:** Can be tied to development approvals to justify reduced parking.
- 

## 9. Valet and Tandem Parking Programs

- **Description:** Allows more flexible parking arrangements such as **valet services or tandem (stacked) parking** to meet reduced parking supply.
  - **Benefit:** Maximizes efficiency without requiring more land or structured parking.
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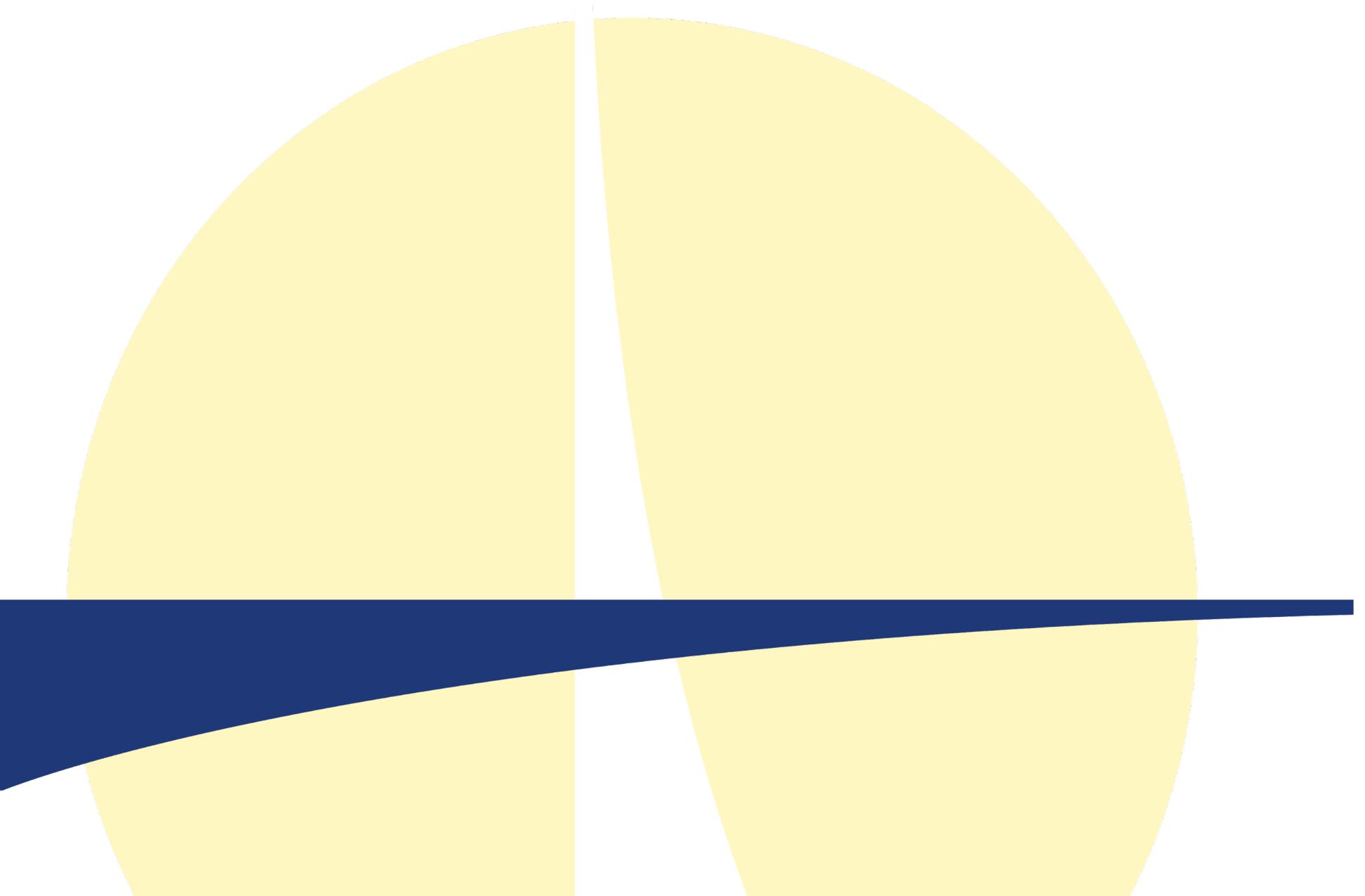
## 10. Park-and-Ride Facilities

- **Description:** Strategically located lots at transit hubs or freeway exits that serve as transfer points to transit.
- **Benefit:** Enables regional commuters to access transit without the need for parking near their final destination.



# Artesia & Aviation Corridors Area Plan

Adopted December 8, 2020





## Acknowledgements

*Many individuals contributed to the recommendations provided in the Artesia & Aviation Corridors Area Plan including:*

### City of Redondo Beach

- Brandy Forbes, Community Development Director
- Sean Scully, Planning Manager
- Lina Portolese, Planning Analyst
- John La Rock, Community Services Director
- Gene Kim, Transportation Engineer
- Andrew Winje, City Engineer
- Ted Semaan, Public Works Director

### Consultant Team



3 MacArthur Place, Suite 1100 | Santa Ana, CA 92707 | 714-966-9220



448 South Hill Street, Suite 701 | Los Angeles, CA 90013 | 213-471-2666



600 Wilshire Boulevard, Suite 1050 | Los Angeles, CA 90017 | 213-261-3050

### Artesia/Aviation Revitalization Committee

- Leland Hyde, Kurt Hardware 2404 Artesia Blvd
- Heidi Butzine, NRBBA President
- Robe Reichester, District 5 Resident
- John Simpson, District 4 Resident
- Randolph Stern, Dance 1 Redondo 2228 Artesia Blvd/District 4 Resident
- Wally Marks, Property Owner 2810 Artesia Blvd
- Mike Garcia, Property Owner 2701 Artesia Blvd/District 5 Resident
- Mo Sharifi, Caskey & Caskey Commercial Real Estate / District 4 Resident

### General Plan Advisory Committee

- |                  |                          |
|------------------|--------------------------|
| Nick Biro, Chair | Tonya McKenzie           |
| Bhuvan Bajaj     | Paul Moses               |
| Leslie Chrzan    | Candace Nafissi          |
| Howard Eller     | Bob Pinzler              |
| Craig Funabashi  | Paul Samaras             |
| Rob Gaddis       | Phil Sanchez, Vice-Chair |
| Jennifer Glad    | John Simpson             |
| Jim Hannon       | Eugene Solomon           |
| Kiran Hashmi     | Matt Stodder             |
| Sam Kartounian   | Charlie Szymanski        |
| Matt Kilroy      | Sybilla Turner           |
| Sheila Lamb      | Chris Voisey             |
| Jim Light        | Brad Waller              |
| Sue Ludwig       |                          |

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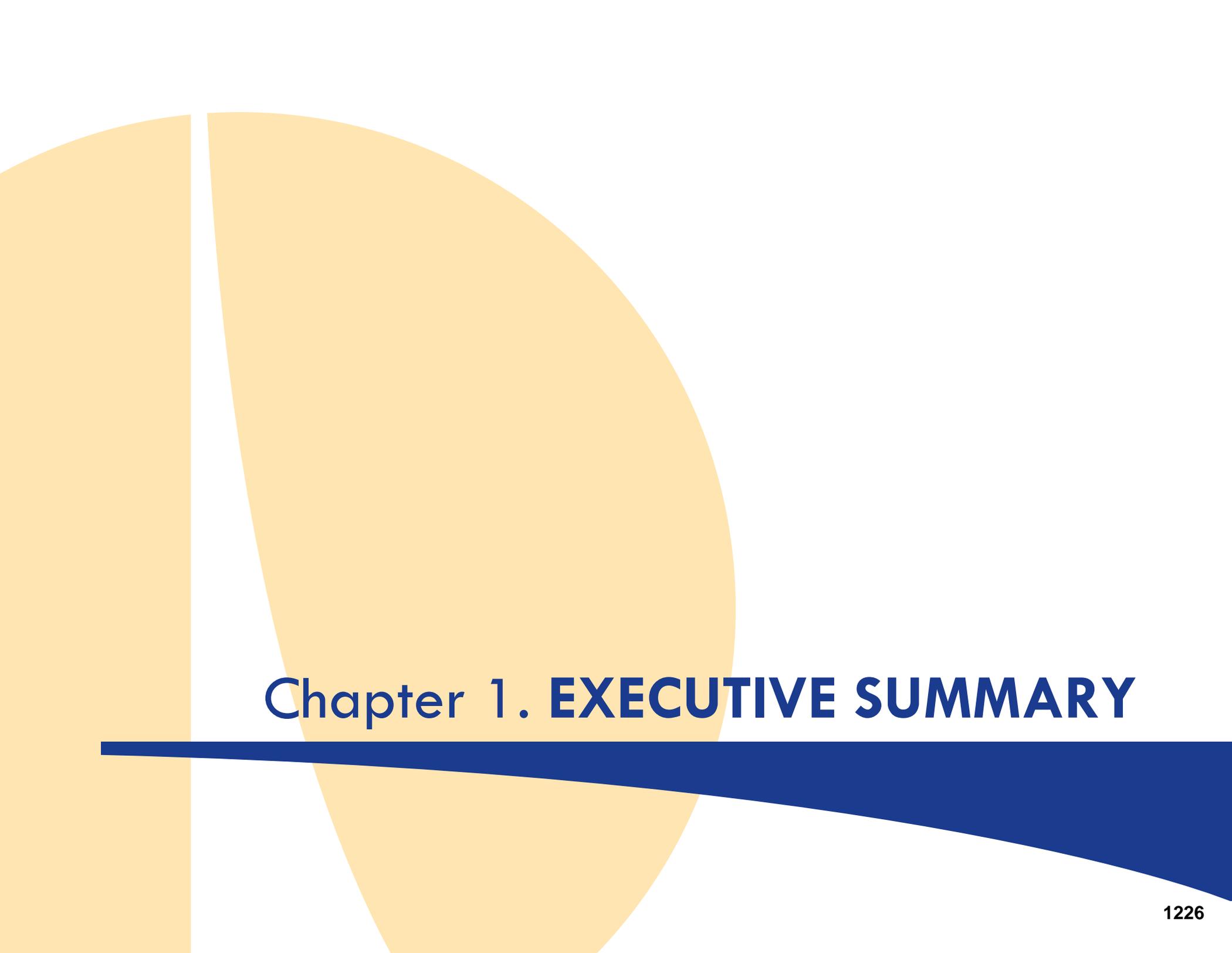
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# Chapter 1. **EXECUTIVE SUMMARY**



## 1.1 EXECUTIVE SUMMARY

Artesia Boulevard has historically served as a primary commerce center and commercial corridor for locals in North Redondo and is supported by smaller-scale, local-serving retail and service commercial uses along Aviation Boulevard. Once a bustling area of successful businesses, the Corridors currently consist of a mix of marginal businesses with a few intermittent, thriving businesses.

In recent years, other areas of the City (such as Riviera Village and the recently approved Galleria project down the street) have undergone revitalization and enhancement that made them unique experiences or special destinations in Redondo Beach. The Artesia and Aviation Corridors have not experienced that same level of reinvestment and transition (planned or realized), and the residents and local merchants have expressed a desire to see the Corridors thrive once again. In addition to a desire for new businesses and restaurants, the community has also expressed a desire for physical, placemaking enhancements such as outdoor dining, pedestrian improvements (benches, landscaping, crosswalk improvements), connectivity to surrounding neighborhoods, and new gathering spaces to create place and character in this area of town.

The City has invested resources to conduct working groups over the past several years to examine the opportunities to revitalize and transform the two Corridors into the “Main Street of North Redondo.” These groups have focused on ways to make the Corridors physically attractive, well maintained, and safe. The *Artesia Boulevard Vitalization Strategy* (2013) and the City Manager’s *Artesia/Aviation Revitalization Committee* (2018) were outreach efforts that engaged community experts and community partners such as the North Redondo Beach Business Association to gather input and identify priorities for action in the Corridors. These groups addressed things such as funding, branding, promoting, and designing the Corridors (see text box on the following page). The Revitalization Committee had also recommended

exploring the introduction of residential uses into the Corridors as part of the General Plan update process.

The most recent effort to move forward with improvements to the Aviation and Artesia Corridors was initiated in 2018 when the City Council authorized the preparation of the Artesia and Aviation Corridors Area Plan (AACAP) to provide more focused policy and placemaking guidance to one of the city’s most prominent and travelled east-west Corridors. The AACAP effort was rolled into the General Plan Advisory Committee’s (GPAC’s) ongoing efforts and was informed by:

- ▶ An existing land use analysis, including a detailed, lot-by-lot review of the land uses currently operating with the AACAP area.
- ▶ A parking utilization study that included counts of all existing private and public parking within the AACAP area.
- ▶ A focused economic feasibility study that built off a previous citywide analysis; further examined what types of uses and development intensities along Artesia Boulevard would result in financially feasible development projects; and identified the specific challenges and opportunities associated with redevelopment in the AACAP area.
- ▶ Four focused meetings of the General Plan Advisory Committee to discuss the AACAP area, its land uses, and revitalization.

This document captures the recommendations of previous efforts as well as the analysis and discussions conducted in the development of this plan to define a number of strategies and implementable actions that will guide the revitalization of the Aviation and Artesia Corridors.

### Why haven't the Corridors changed much over the last 10 years?

As previously noted, a citywide economic study, conducted as part of the General Plan update (2017), found that the City has limited capacity to support new retail square footage, but there was a demand for office space. Subsequent to the citywide analysis, a focused development feasibility study of Artesia Boulevard (March 2019) found that the Corridors have low vacancy rates and the value of land is relatively high. One reason for the lack of turnover could be the high land value, which is sufficiently high to prohibit lower-scale types of construction as limited by current zoning development standards. Suggestions to encourage redevelopment of the Corridors included increasing the mix of uses allowed to harness market demand (allow for retail, restaurant, office, residential), leveraging the demand for additional and improved office space, reducing the number or parking spaces required, increasing the amount of square footage that is allowed on a site (increasing the required floor-area-ratio and increasing the allowable number of stories).

### What are the next steps?

There are several opportunities for the City to explore to move the AACAP area forward, starting with the recommendations from the Artesia/Aviation development feasibility study. The General Plan Advisory Committee was generally open to exploring all the recommendations, except for the introduction of new residential uses into the Corridors. To make new residential uses feasible, the development standards would need to allow additional height in the Corridors, which the group did not feel was compatible with the surrounding residential neighborhoods. Therefore, the GPAC determined that the Corridors should evolve organically, with minor refinements to development standards and/or parking requirements, to help incentivize redevelopment and enhance connectivity to neighborhoods and the Galleria.

In addition to design guidelines and development standard refinements generated by the AACAP, the City can continue to build from its successful Storefront Improvement Program and can enhance the Corridors' sense of place through its Art in Public Places funding, which was a requirement of the Galleria project and must be used along the Artesia Corridor.

## DESIRED IMPROVEMENTS FOR ARTESIA AND AVIATION CORRIDORS

As a result of the various studies of Artesia and Aviation Boulevards in Redondo Beach over the years, several programs or actions have been recommended for implementation to enhance the vitality and user experience. In general, the recommendations center around three primary topics: Design, Mobility, and Economic Development. To create sustainable, feasible, and effective Corridors, these three topics must be equally considered. Aligning the three components often requires compromise and identification of ways to respond to today's needs while assessing the trade-offs of future improvements. The AACAP is organized by these three components and addresses a series of more detailed topics, which are listed below and are expanded upon in the remaining chapters of this plan.



### Design

Facade improvements, architecture, placemaking, pedestrian experience, sidewalks, outdoor dining, lighting and landscaping (for safety and aesthetics), signage programs



### Mobility

Roadway configurations, bike lanes, traffic signalization, midblock crossings, parking (shared and public), transit, parking meters, micro-mobility, curb management, streetlets, neighborhood connectivity, connectivity to the Galleria



### Funding Mechanisms

Harnessing of market demand, streamlined entitlement for preferred uses, permitting and impact fees, establishment of a business improvement district, organic growth by linking successful business districts and activity nodes

## 1.2 PURPOSE

### What will this plan do?

The purpose of the AACAP is to create a working document that identifies policy approaches and explicit actions that can be used by City staff or property owners to activate, energize, and revitalize the Artesia and Aviation Corridors in a coordinated and consistent manner. It is intended to be used as a tool to help inform the City’s strategic planning efforts (what items should be prioritized when, and what resources should be allocated to a task). It will serve as an interdepartmental tool/strategy document that helps to outline partnerships that are needed to accomplish a particular objective (improvements in the public right of way or sidewalks, for example), and it will also serve as a companion document to the City’s zoning requirements, outlining the special provisions or design guidelines property owners should implement as they are designing new projects or contemplating improvements to their buildings. This document aims to provide a tool that consolidates the recommendations generated from all of the prior revitalization efforts that focused on the Artesia and Aviation Corridors over the last several years (see Section 2.4, *Related Planning Efforts*) and a framework for decision-makers and City staff to systematically implement the ideas generated in this document.

## 1.3 HOW TO USE THIS PLAN

The AACAP shall be used as a companion document to the General Plan and zoning ordinance. The AACAP should be used as a starting point for the City to establish general policy direction, corridor objectives, and implementable actions along the two Corridors. It should also be used as a guide for City Staff during Strategic Planning and budgeting discussions (primarily for prioritization and resource allocation purposes), as well as for property owners and developers as they pursue new projects in the Corridors to transition uses over time.

Recommended actions may take the form of a zoning code update, preparation of a study or analyses, additional outreach with businesses and neighbors, or

establishment or continuance of a City program. These actions are intended to implement the underlying intent of the AACAP:

- ▶ Create “activity nodes”
- ▶ Increase floor area ratio (FAR)
- ▶ Relax parking standards for preferred uses
- ▶ Encourage shared parking (private) / Establish shared parking (public)
- ▶ Improved pedestrian/vehicular access between businesses
- ▶ Establish a business improvement district
- ▶ Improve neighborhood connectivity
- ▶ Apply and develop design guidelines
- ▶ Build an identity through cohesive branding, placemaking objects, wayfinding, public art, and gateways
- ▶ Unify signage
- ▶ Create new public spaces (such as parkettes or streetlets)
- ▶ Improve walking and biking infrastructure
- ▶ Consider long-range transit improvements

Standards, guidelines, and recommendations related to each topic are outlined at the end of each chapter, where appropriate, and all recommended actions are consolidated in Chapter 6, *Implementation*. Recommendations that differ between Artesia and Aviation Boulevards for a particular topic will be called out.

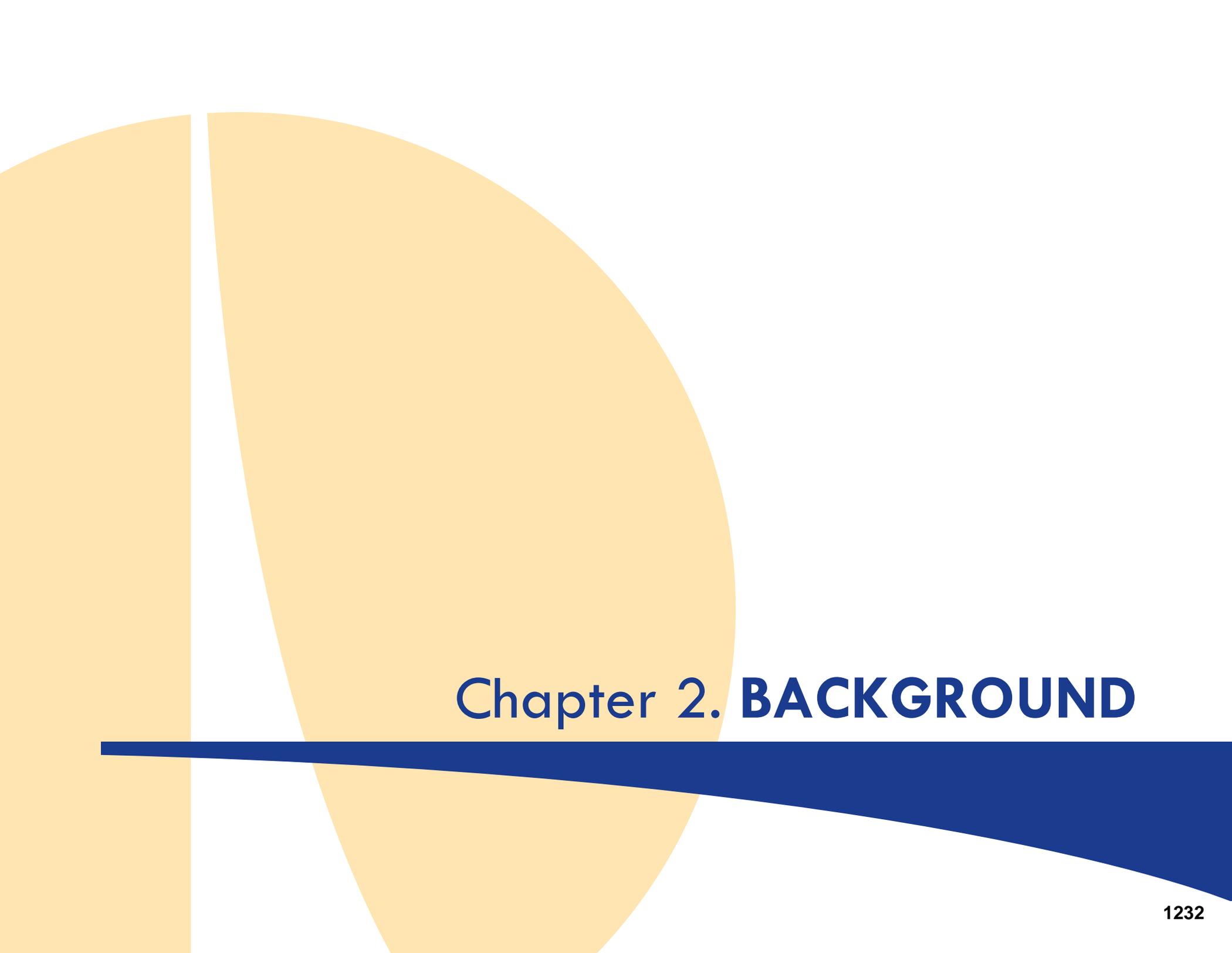
Property owners are encouraged to involve Planning Division staff and adjacent property owners in the conceptual use and design process of a proposed development project prior to making a significant investment in the AACAP area.

During the review of development proposals by Planning Division staff, submittals will be checked to ascertain if the standards, guidelines, and recommendations in the AACAP have been followed and to see if the intent of the design and placemaking approach have been reasonably observed or addressed. Developments in compliance with the standards and guidelines will receive favorable recommendations (or approval by City staff if the project falls under staff jurisdiction/authority). Developments are not expected to meet every detail of every discretionary guideline in order to be considered in reasonable compliance with the overall intent of the AACAP.

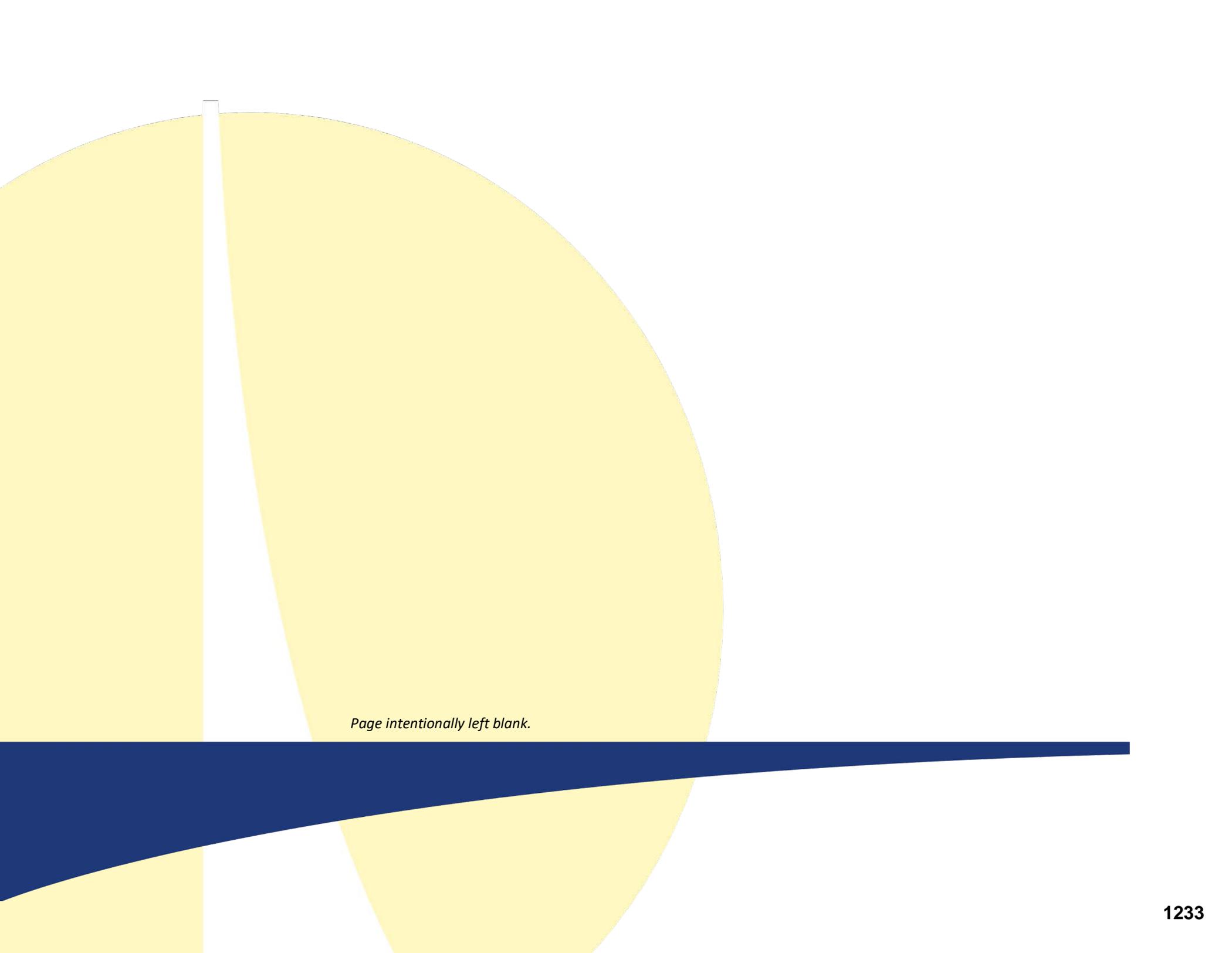


## Executive Summary

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# Chapter 2. **BACKGROUND**



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## 2.1 THE LOCATION AND ROLE OF EACH CORRIDOR

The AACAP area is in the heart of North Redondo Beach and includes segments of both Artesia and Aviation Boulevards as well as the properties fronting each roadway. Encompassing approximately 82 acres, the AACAP area borders the cities of Hermosa Beach and Manhattan Beach to the west and the city of Lawndale to the east (Figure 2.1, *Regional Location*).

The AACAP area currently serves primarily two groups of users: residents who live nearby and use the amenities offered along the Corridors, and pass-through drivers who use the Corridors to get to and from destinations outside of the Area Plan.

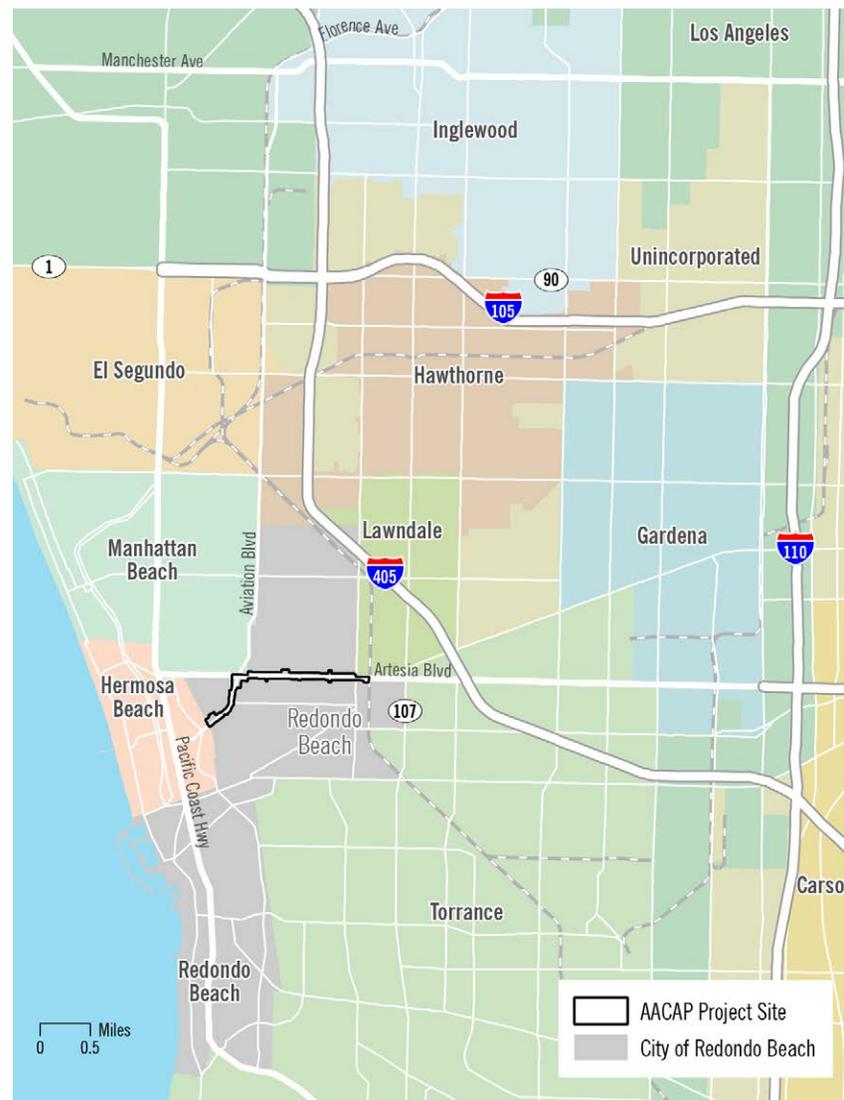
### ARTESIA CORRIDOR

#### Location

Artesia Boulevard originates at State Route 91 in Gardena and passes east to west through seven cities, including Redondo Beach, before terminating at Pacific Coast Highway (PCH) in Hermosa Beach. The Boulevard plays an important role in maintaining efficient east-west circulation for Redondo Beach and nearby cities, connecting local roads to the larger regional network—including State Route 91 and I-110 in Gardena, I-405 in Torrance, PCH in Hermosa Beach—and providing access to beach destinations in Redondo Beach, Hermosa Beach, and Manhattan Beach.

Artesia Boulevard is also a primary commercial corridor with shopping centers and small service-commercial-office buildings along the majority of its length. The generally uniform pattern of development has the benefit of visual continuity but makes it difficult to distinguish one section from another. The segment of Artesia Boulevard studied in this plan (the Artesia Corridor) runs from the transportation easement (rail line) east of Inglewood Avenue to the western city boundary at Aviation Boulevard, and includes the properties fronting the right-of-way (Figure 2.2, *Local Vicinity*). The Kingsdale/Condon

Figure 2.1 Regional Location



Map showing the location of the AACAP area in relationship to surrounding cities and the regional roadway network

## Background

neighborhood and the Galleria, immediately to the east of the AACAP area boundary, provide a transition from Lawndale and Torrance to Artesia Boulevard in Redondo Beach. These areas are not included in the AACAP area because they are being studied as a separate focus area as part of the general plan update.

### Role of the Corridor

With its central location in North Redondo Beach, Artesia Boulevard serves as the hub of North Redondo, providing a variety of amenities to meet the daily needs for nearby residents. With an estimated 12,089 people living within a quarter-mile walking distance of the Corridor, and 21,982 people within a half-mile bike ride, this segment of Artesia Boulevard has potential to become a thriving, pedestrian-oriented destination where residents and visitors come to fulfill their daily needs, relax in public, encounter familiar faces, and meet new people.

### DID YOU KNOW?



**The number of people living within half a mile of the Artesia Corridor is 21,982, which is 2,135 more than the population of Hermosa Beach in 2019 (which was 19,847 people)!**

*This creates a significant opportunity to connect neighborhoods and residents to the Corridor and to convert traditional automobile trips to Artesia Boulevard to other modes of transportation such as walking or biking.*

## AVIATION CORRIDOR

### Location

Aviation Boulevard provides a north-south link to Artesia Boulevard from Hermosa Beach and South Redondo Beach. As shown on Figure 2.1, *Regional Location*, the roadway begins at Manchester Avenue in Inglewood, terminates at PCH in Hermosa Beach, and is a primary connector between local roads and the east-west thoroughfares that link to the larger regional network.

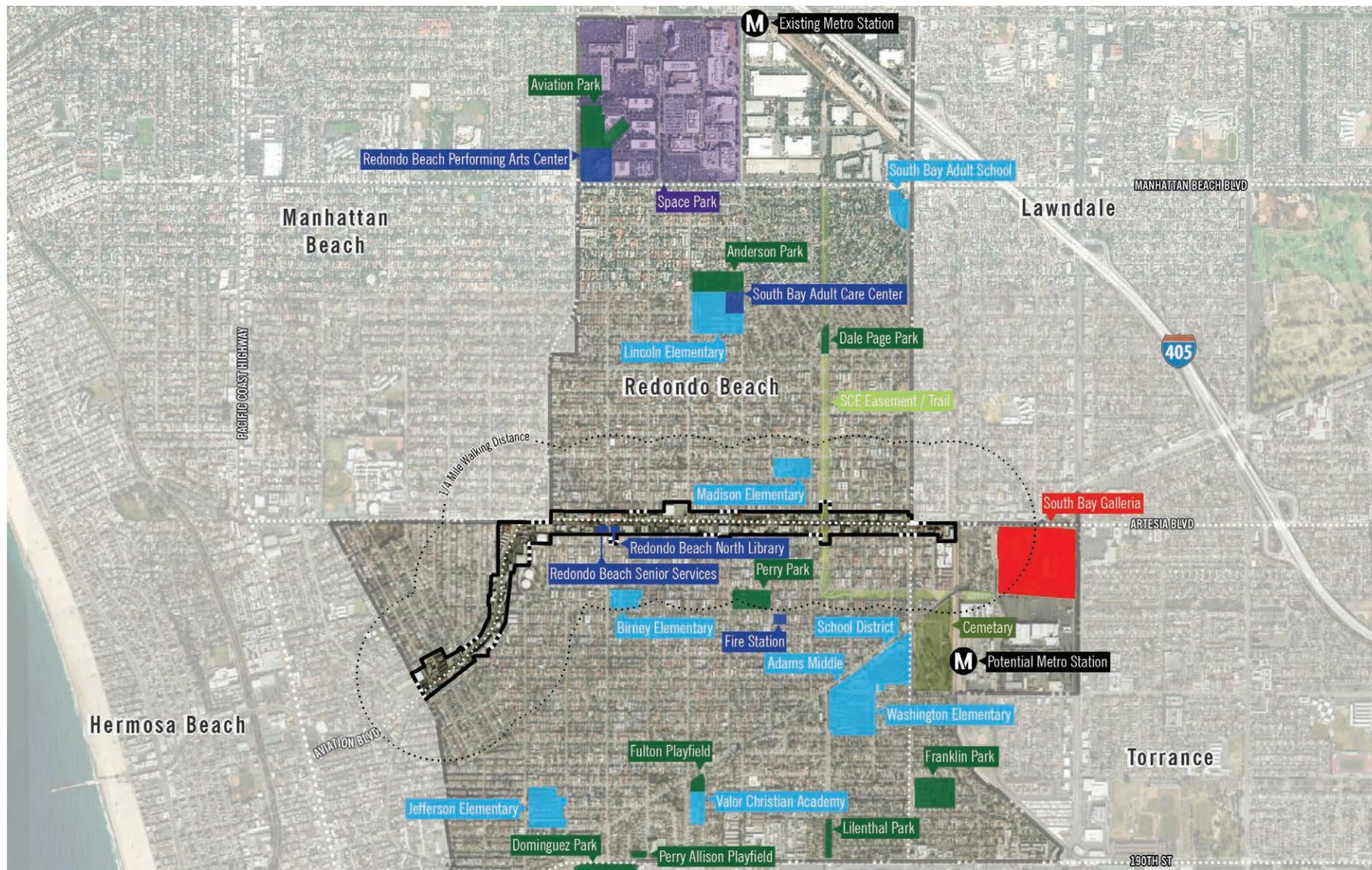
As shown in Figure 2.2, the portion of Aviation Boulevard studied in the Area Plan (Aviation Corridor) includes the segment of Aviation between Artesia Boulevard and the western city limits as well as properties fronting the roadway. Aviation Boulevard north of Artesia Boulevard abruptly changes from commercial businesses to homes and small condominium complexes. The southern boundary where Aviation enters Hermosa Beach is predominantly a mix of small-scale service-commercial buildings, a continuation of what exists in Redondo Beach.

### Role of the Corridor

The Aviation Corridor is a smaller and less centralized commercial corridor than Artesia, so it primarily serves the adjacent neighborhoods. It is within walking distance of a smaller number of residents than the Artesia Corridor (6,340 estimated within one-quarter mile), and the topography of the nearby neighborhoods, combined with narrower local streets and sidewalks than in other areas of the City, may discourage some residents from biking, riding a scooter, skateboarding, or rollerblading from their homes to destinations within the Aviation Corridor. With these forces at play, Aviation Corridor serves as a local neighborhood center, but its primary role is connecting Redondo Beach to other South Bay Cities via vehicular and potential future bicycle routes.



Figure 2.2 Local Vicinity



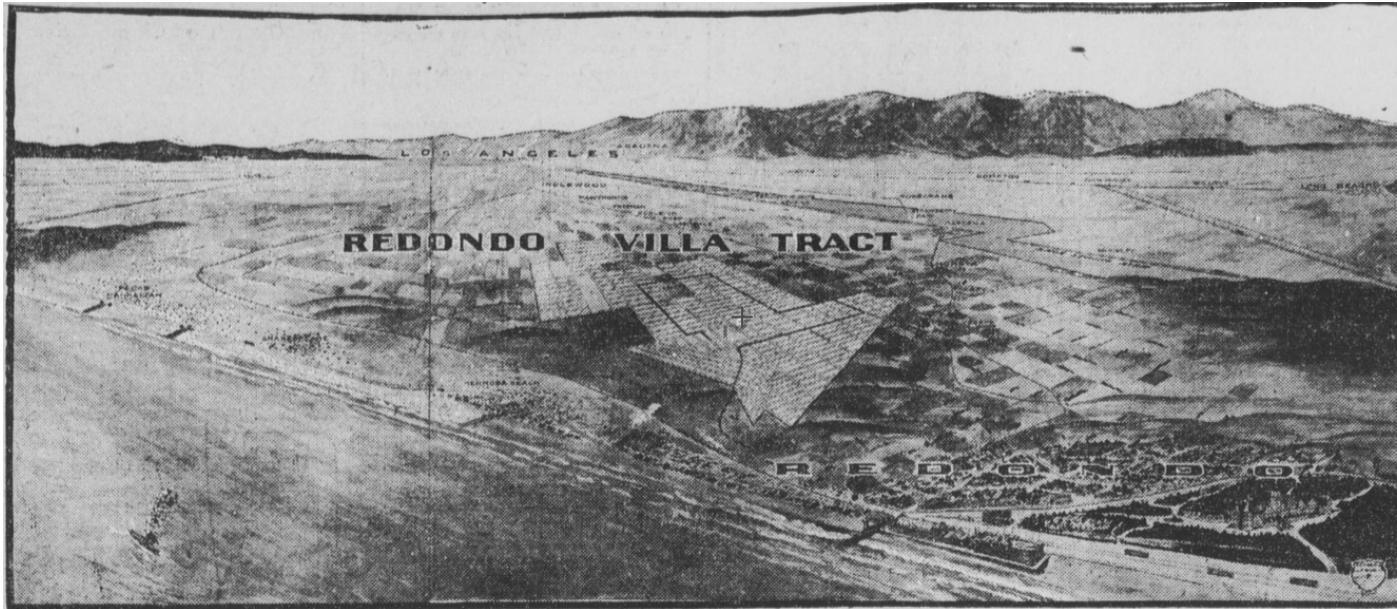
## 2.2 HISTORY

Originally marketed under the name Redondo Villa Tract, much of North Redondo Beach was laid out by W. H. Carlson and George Peck between 1906 and 1907. Most of the now-residential lots in the Redondo Villa Tract were sold as plots of land 150 feet deep by 50 feet wide, a lot size that continues to define many North Redondo neighborhoods today.

### DID YOU KNOW?



Artesia Boulevard was originally named Redondo Beach Boulevard. The name changed in 1962 when the State of California named it a State Highway and took control of the roadway. In 1994, the City began negotiations with the State to relinquish control of Artesia Boulevard due to budget issues and lack of maintenance. After 10 years of negotiation, the City resumed control of Artesia Boulevard in 2004.



*Illustration of the Redondo Villa Tract in relationship to South Redondo Beach and the Pacific Ocean. Published in the Los Angeles Herald, Volume 37, Number 261, June 19, 1910.*

### AACAP AREA DEVELOPMENT

The development history of the AACAP area parallels the growth of North Redondo Beach and regional trends observed throughout Southern California. As shown on Figure 2.3, *Percentage of Total Acres by Development Decade*, the phases of development reflect a variety of drivers—post-World War II suburbanization, the emergence of the aerospace industry, upward and downward cycles of the real estate market, commercial strip development, and increasing demand for residential development.

The street locations and land plotting were largely defined early in the twentieth century, but most of the built environment in North Redondo and the AACAP area was developed between the end of World War II and the 1980s.

Aviation Corridor saw an uptick in development activity beginning in the 1950s and lasting through the 1970s. Roughly half of the properties along the Corridor underwent some kind of transformation during this period, and many have remained mostly unchanged since.

Historical development along Artesia Corridor largely mirrors that of Aviation, but with noticeably more properties developed during the 1940s and 1950s. The south side of Artesia between Rindge Lane and Phelan Lane still closely resembles this period because very little development has occurred since then.

Figure 2.4, *Development by Decade*, illustrates when and where the Area Plan area was developed and is followed by brief descriptions of the types of development in the Corridors according to the period in which they were built.

Figure 2.3 Percentage of Total Acres by Development Decade

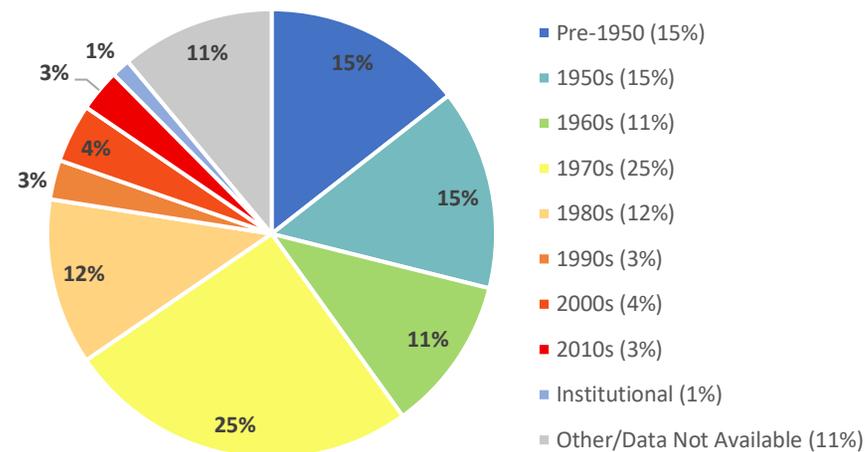
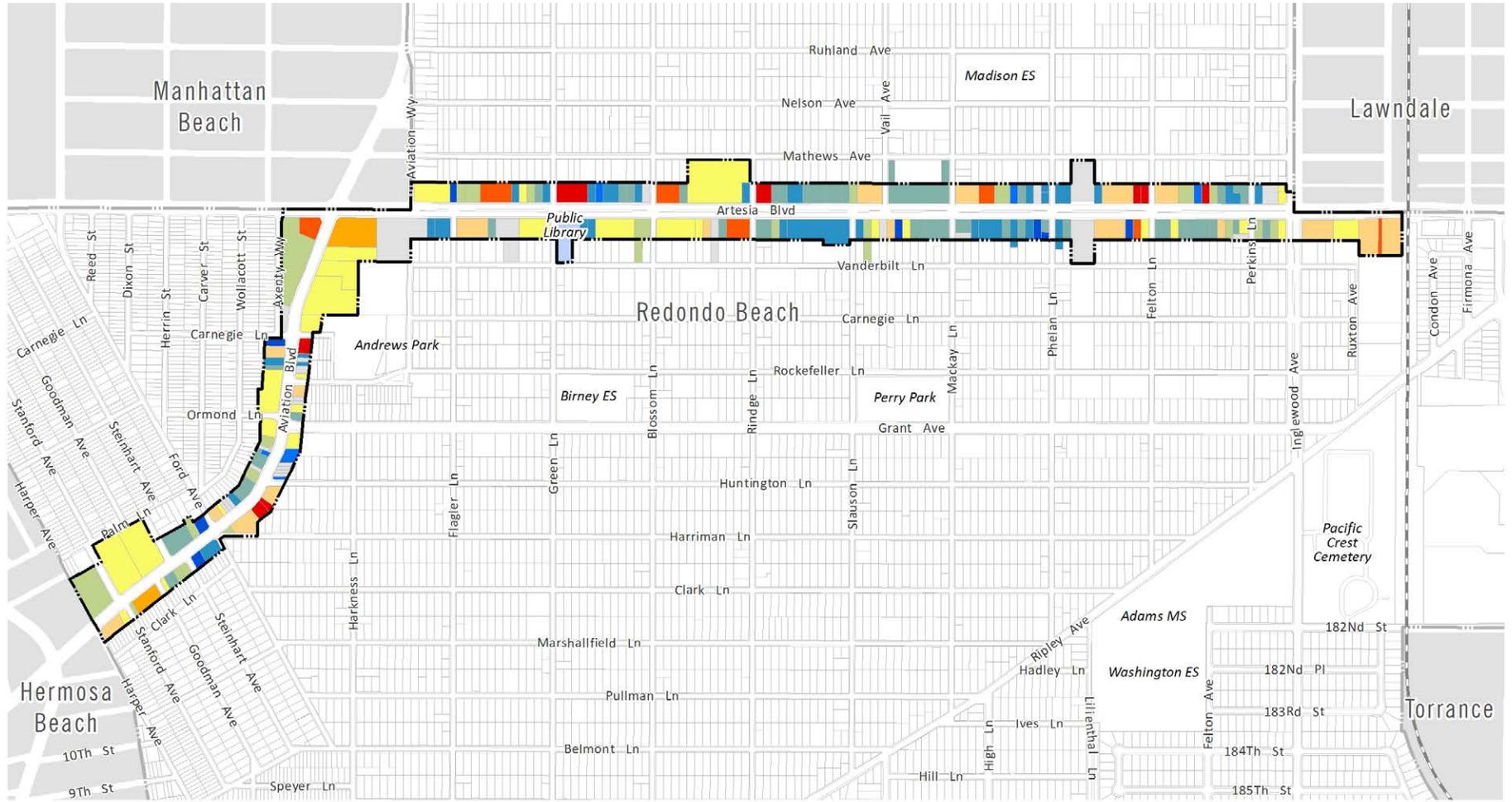


Figure 2.4 Development by Decade



Date: 9/6/2019 Source: City of Redondo Beach



- |                |                           |       |       |                          |
|----------------|---------------------------|-------|-------|--------------------------|
| AACAP Boundary | <b>Development Decade</b> | 1990s | 1960s | 1930s                    |
| City Boundary  | 2010s                     | 1980s | 1950s | 1920s                    |
| Railway        | 2000s                     | 1970s | 1940s | Institutional            |
|                |                           |       |       | Other/Data Not Available |

### 1945–1959

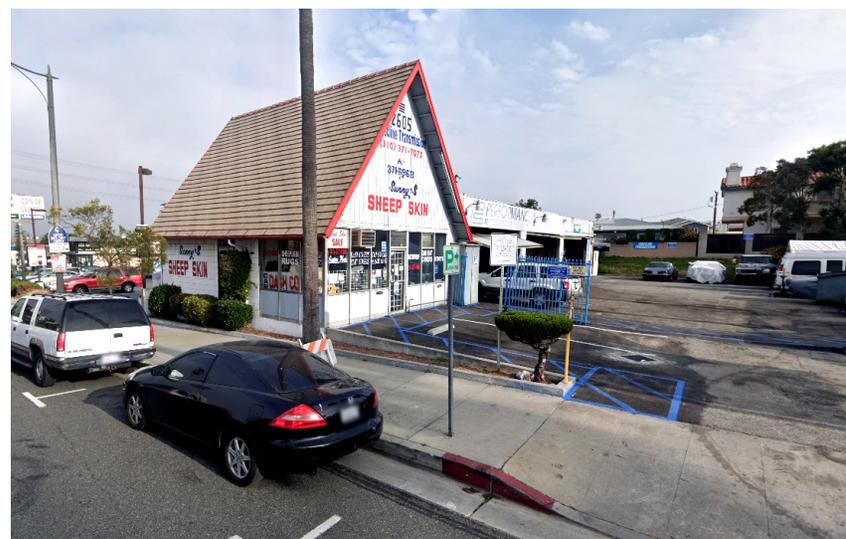
Following World War II, the 1940s and 1950s saw significant housing development in the neighborhoods surrounding Artesia and Aviation Corridors, which in turn drove commercial development within the AACAP area. Buildings in the AACAP area from this era were generally small, with connected storefronts that directly abutted the sidewalk and housed local, neighborhood-serving businesses. The image below shows an example of a commercial building developed during the 1950s.



Example of commercial building within the Artesia Corridor built in the 1950s.

### 1960–1969

During the 1960s, the Space Park was established along the city's northern border, bringing with it additional housing development in North Redondo Beach and the neighborhoods surrounding Artesia Corridor as well as steady development in the AACAP area. The buildings developed in the AACAP area during the 1960s reflected the increasing importance of vehicles in daily life. Like those of the preceding decades, the buildings were small and directly abutted the sidewalk, but many were free-standing, included individual driveways with parking in the rear, and had an entrance on the side of the building. The image below shows an example of a commercial building built during the 1960s.



This A-frame structure with surface parking is characteristic of development along the Artesia Corridor in the 1960s.

## Background

### 1970–1989

In the 1970s and 1980s, both the surrounding North Redondo neighborhoods and the AACAP area continued to grow. Development in the AACAP area brought strip malls and larger shopping centers, often with rows of parking in front or to the side. The image below shows an example of a commercial building developed during the 1970s.



*This commercial center, built in the 1970s, is small scale and auto-oriented. Note the orientation and relationship of the residential uses adjacent to the site.*

### 1990–Present

By 1990, housing development in the surrounding neighborhoods began to slow down, and only a handful of properties in the AACAP area have seen development in the last three decades. Projects built since 1990 include gas stations, food service with drive-thrus, modern strip centers (often with buildings fronting the sidewalk and parking to the side or rear), one mixed-use project, and one multifamily project. Today the AACAP area is a melting pot of the development trends that defined the last eight decades.



*Example of building with drive-thru completed in 2018.*

## 2.3 EXISTING CONDITIONS ANALYSIS

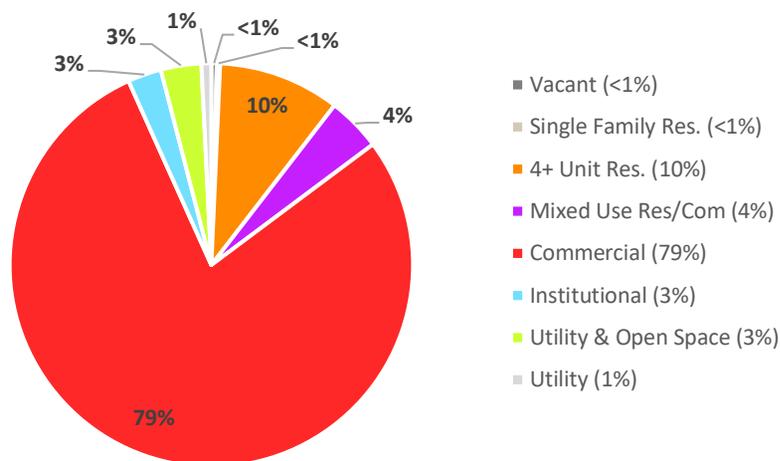
### 2.3.1 EXISTING LAND USES

#### OVERVIEW

The discussion below describes the conditions of the existing land uses (see Figure 2.7, *Existing Land Use*). Additionally, a detailed discussion of the constraints and opportunities—such as the mix of land uses and small lots with shallow depth—that determine how the Corridors function and that impact future development in the AACAP area is in Section 2.5, *Opportunities and Constraints*.

As shown on Figure 2.5, *Percentage of Total Acres by Existing Land Use*, the AACAP area largely consists of commercial uses, with a handful of residential, institutional, and mixed-use properties (i.e., commercial and residential uses on a single property).

Figure 2.5 Percentage of Total Acres by Existing Land Use



#### Residential Areas

The area surrounding the Corridors is primarily residential. Approximately 15,360 residents live within a quarter-mile radius of the AACAP area<sup>1</sup>. The Artesia Corridor is primarily surrounded by multifamily developments with a handful of single-family homes scattered throughout the neighborhoods. The Aviation Corridor is generally surrounded by tall and narrow single-family homes to the north and a mix of single-family and 2- to 3-unit lots to the south.

#### Public/Institutional Facilities

Tucked in and around the AACAP area are a number of public facilities. The Redondo Beach North Library, Recreation and Community Services Department, and United States Post Office are along the Artesia Corridor. Two schools (Birney Elementary and Maddison Elementary) sit just beyond the AACAP area boundary.

<sup>1</sup> 12,089 people live within a quarter-mile radius of Artesia Boulevard and 6,340 live within a quarter-mile radius of Aviation Boulevard. Of those, 3,069 people live within a quarter mile of both Artesia and Aviation Boulevards.

**Commercial Areas**

The vast majority of the AACAP area is occupied by commercial uses. Service-oriented businesses represent 38 percent of all commercial space within the Artesia Corridor, followed by retail (18 percent), restaurants (12 percent), and automotive (10 percent). Office buildings, hotels/motels, medical offices, and thrift shops make up the remaining 22 percent of commercial uses along the Artesia Corridor.

Despite the prevalence of commercial businesses throughout the AACAP area, the low intensity of development primarily serves customers passing through or arriving by automobile. The decentralization of shopping and dining opportunities, in particular, makes the Corridors less conducive for pedestrian activity. This topic is explored further in Chapter 3, *Placemaking*.

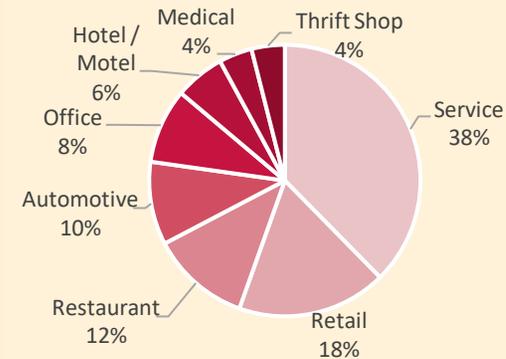


Example of commercial service uses within the Artesia Corridor.

**THE ARTESIA CORRIDOR:  
A DEEPER LOOK AT EXISTING COMMERCIAL USES**

With 79 percent of the total acreage within the AACAP currently occupied by commercial uses (see Figure 2.5), there is a wide variety in the types of commercial services offered. The distribution of commercial uses along the Artesia uses is shown in Figure 2.6.

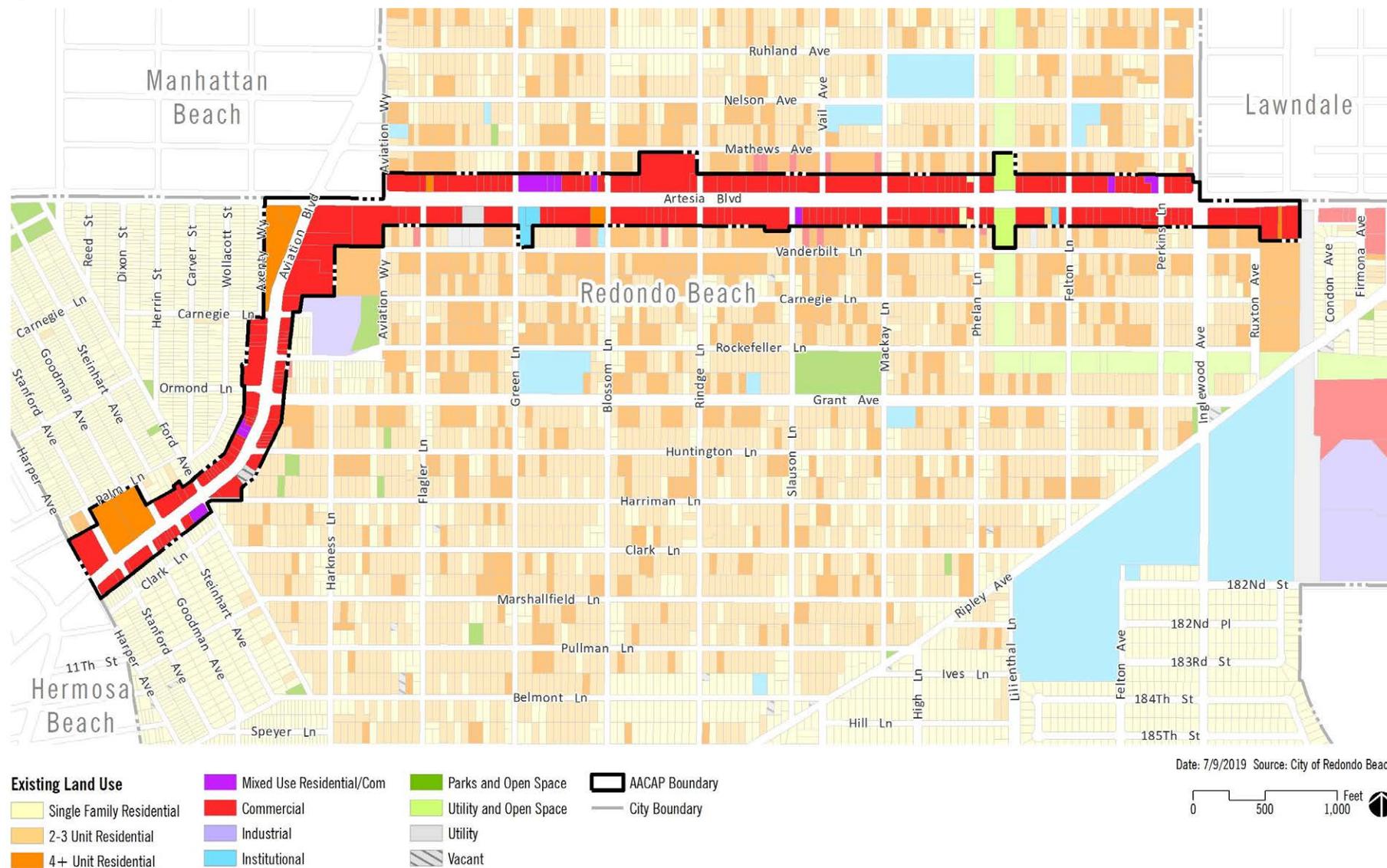
**Figure 2.6: Percentage of Commercial Square Footage by Type within the Artesia Corridor**



*Note: Percentages subject to rounding*

Service Commercial uses combined with Automotive uses occupy nearly half of the available commercial space with the Artesia Corridor. These uses, which include hair and nail salons, dry cleaning and laundromats, gyms and fitness centers, construction services, alternative healing solutions, massage services, auto repair, etc., do not typically foster a pedestrian-oriented environment.

Figure 2.7 Existing Land Use



### APPROVED PROJECTS

#### South Bay Galleria

The Galleria is a 955,000-square-foot enclosed mall less than half a mile from the eastern edge of the AACAP area (Figure 2.2). Originally called the Galleria at South Bay, the mall boasted 150 shops when it first opened in 1985. After two decades of success, the Galleria, like most large malls, felt the effects of the 2007 recession. Anchor-tenant Mervyn's closed following the company's bankruptcy in 2008, and numerous small retailers closed in the same timeframe. Nordstrom's, another anchor tenant, added to the mall's challenges when it relocated to the competing Del Amo Fashion Center in Torrance in 2013. Plans to revitalize the Galleria have been under way for several years and recently took another step forward after the City approved a new mixed-use redevelopment project in January 2019. The new plan will add an additional 300,000 square feet of retail space, 300 apartment units, up to 175,000 square feet of office space, a 150-room hotel, and designated open space that includes a skate park.

In addition, Metro's plan to extend the Green Line light rail to Torrance would place a transit stop at the redeveloped South Bay Galleria (official location still to be determined). Although Metro anticipates roughly ten years from selection to grand opening, an on-site transit stop would greatly expand regional access to the shops and attractions.

#### Southern California Edison Right-of-Way

The Southern California Edison (SCE) right-of-way consists of largely undeveloped parcels and stretches 1.75 miles from Manhattan Beach Boulevard to Rockefeller Lane, where it turns to the east and continues to the South Bay Galleria. The right-of-way intersects Artesia Boulevard between Phelan and Felton Lanes. The City currently leases portions of the right-of-way to use as a park (Dale Page Park), a bike and pedestrian pathway, and landscaping. The City currently maintains a bike and pedestrian pathway that connects the Artesia Corridor to Dale Page Park in the north and to residential neighborhoods in the south. South of the Artesia Corridor, the pathway currently terminates at the intersection of Rockefeller and Felton Lanes, but there are plans to extend the path to the Galleria in the future.

In May 2019, the City took action to further improve the right-of-way by approving construction of the North Redondo Beach Bikeway Improvements Project, which is part of the City's current capital improvement program. The project will install landscaping, pathway improvements, and lighting improvements to the two SCE right-of-way parcels adjacent to Artesia Boulevard. The project also includes installation of a permeable-pavement, lighted parking area on the north parcel that is intended to support nearby businesses.



The plan for the North Redondo Beach Bikeway Improvements Project within the SCE right-of-way—approved for construction May 2019.

## 2.3.2 PARKING STUDY

To better understand the current parking capacity within the AACAP area, a parking study was conducted that identified a total of 2,877 parking spaces, of which 688 are on-street, public spaces and 2,189 are private, off-street spaces (see Appendix A, *Parking Study*).

Further analysis revealed that both on- and off-street parking spaces are generally underutilized, suggesting that the current supply can accommodate higher demand. An efficiently parked area maintains an 85 percent utilization rate, but current on-street and off-street parking rarely exceeds 68 percent and 50 percent utilization, respectively.

Despite the excess of parking spaces, the functional supply is largely restricted by the private ownership of off-street lots and the absence of public lots and structures. As redevelopment efforts progress, the City could capitalize on the abundance of existing off-street parking by seeking partnerships with the property/business owners. With more parking spaces available for general use, other targeted efforts—such as reduced parking requirements for new development—become more feasible.

The challenges and opportunities derived from the parking study are described in detail in Section 2.5, *Opportunities and Constraints*.

## 2.3.3 MARKET ANALYSIS AND DEVELOPMENT FEASIBILITY STUDY

In addition to the parking study, the AACAP was informed by a citywide market study (2017) and an AACAP development feasibility study (2019). The citywide market study found that there was a demand for more and improved office space throughout the city and noted that the nationwide changes in the retail environment would likely impact the amount of retail that would be supported. The 2019 feasibility study evaluated the potential for redevelopment of the types of uses that are likely within the AACAP area. Analysis of four conceptual



One of many underutilized lots serving a single use in the AACAP area.

## Background

development scenarios on a hypothetical site along Artesia Boulevard was conducted (see Appendix B).

The concepts explored the feasibility of residential-only developments (24 units and 45 units), a combination of retail and residential (Figure 2.8, *Mixed Use Concept*), and a combination of retail and office (Figure 2.9, *Commercial Flex Concept*).

The feasibility study concluded that the shallow lot depths and high land values along Artesia Boulevard significantly limited near-term redevelopment of the AACAP area (see Section 2.5.1, *Constraints*, for more details) unless the development standards allowed for additional height (e.g., 4+ stories), reduced setbacks, relaxed parking requirements, and increases in the allowable floor area ratio (FAR). The study determined that residential and mixed-use development with three stories or fewer were generally not financially feasible in the near term. It was assumed that the same would apply to Aviation Boulevard because the lots there are even more shallow than on Artesia Boulevard.

To overcome these limitations, the feasibility study proposed a number of recommendations (see Section 2.5.2, *Opportunities*, for more details), including:

- ▶ Allow for flexible parking standards and increased FAR for preferred uses to encourage development of desired uses.
- ▶ Introduce impact fee reduction for preferred uses to help marginally feasible projects become fully feasible.
- ▶ Establish a flexible zoning designation to allow for a range of uses that accommodates a variety of businesses according to market demand.

A detailed discussion of the opportunities and constraints identified in the development feasibility study is in Section 2.5, *Opportunities and Constraints*.

Figure 2.8 Mixed Use Concept

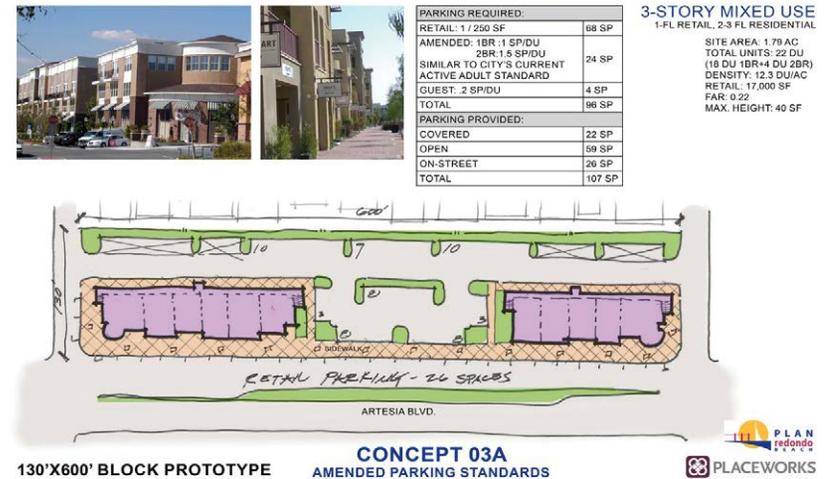
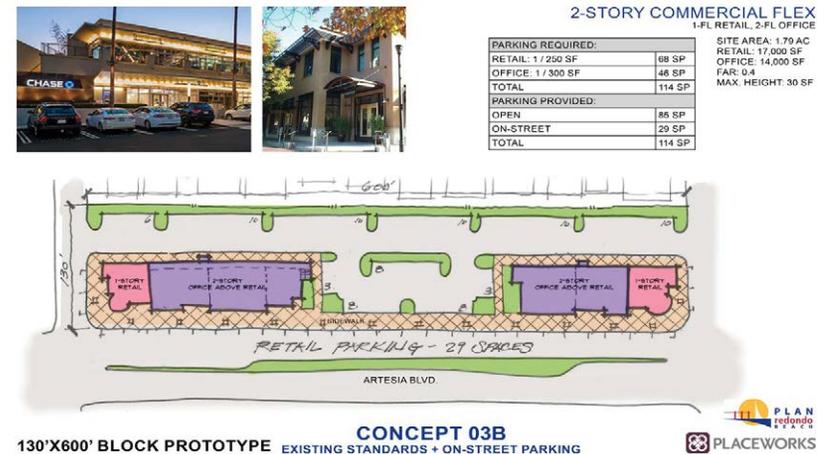


Figure 2.9 Commercial Flex Concept



## 2.4 RELATED PLANNING EFFORTS

In addition to the land use, parking, and development feasibility analysis conducted as part of the AACAP (described in Section 2.3), the opportunities and recommendations in this plan also build on the work of prior and concurrent planning efforts. Over the years, focused efforts and appointed committees have tackled the discussion about how to prompt activity and promote revitalization along Artesia and Aviation Boulevards. Those efforts included:

- ▶ Artesia Vitalization Strategy (2013)
- ▶ Artesia-Aviation Revitalization Committee (2018–2019)
- ▶ General Plan Update and Advisory Committee (2017–expected completion in 2020)

A review of the findings and recommendations from these efforts found that several previously recommended items are still relevant (for example, establishing a Business Improvement District). The AACAP will identify any observed obstacles that have prevented previous recommendations from moving forward and make suggestions to eliminate barriers and prompt implementation.

### ARTESIA VITALIZATION STRATEGY

In 2013, the Artesia Boulevard Working Group (primarily made up of North Redondo Beach Business Association members) met several times to provide an overview of the challenges, concerns, and priorities of the Artesia Boulevard business community. Surveys with the Business Association’s general membership identified three priorities for the Vitalization Strategy:

- ▶ Promotion and Marketing Improvements
- ▶ Design and Infrastructure Improvements
- ▶ Economic Restructuring

The group also developed a strategic vision:

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#### ARTESIA BOULEVARD STRATEGIC VISION

*Vitalize the Artesia Boulevard Business District as an identifiable, safe, attractive, and inviting place to serve residents and visitors’ unique needs while building prosperous small businesses.*

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Guided by the identified priorities and strategic vision, the Artesia Boulevard Working Group developed the following goals to carry out the strategic vision:

#### Artesia Boulevard Vitalization Goals

- ▶ Enhance the Artesia Business District as a distinctive place of community pride, living, commerce, and enjoyment.
- ▶ Foster business development growth on Artesia Boulevard.
- ▶ Create a recognized brand of customer service and care on Artesia Boulevard and successfully market that brand.
- ▶ Re-imagine the quality of public and private design standards for Artesia Boulevard.
- ▶ Empower organized Artesia Boulevard–based leadership.
- ▶ Dedicate public and private financial resources to Artesia Boulevard tasks and projects.

To achieve these goals, the working group used the National Trust’s “Main Street” approach to identify tasks and projects categorized by the four key points of the Main Street approach:

- ▶ **Organization.** Identified the need to establish a single-purpose organization of volunteers and professional management to advocate, plan, and direct the specific vitalization tasks and projects; included a number of specific recommendations.

## Background

- ▶ **Promotion.** Identified the need to implement a quality communications, marketing, and advertising plan; outlined specific projects that could be implemented.
- ▶ **Design.** Identified the need to create a “sense of place” and establish a cohesive and quality function and form for the business district; listed a handful of improvement projects to enhance the Artesia Corridor.
- ▶ **Economic Restructuring.** Identified the need to support existing businesses and recruit desirable new businesses to the Artesia Corridor; recommended a number of related tasks and projects.

All of the recommendations of the working group were presented to the North Redondo Beach Business Association, which selected three priority actions from the tasks and projects associated with each key point:

- ▶ Rename Artesia Boulevard to Redondo Beach Boulevard.
- ▶ Determine the feasibility and process for establishing a Business Improvement District (BID).
- ▶ Develop a sign plan and standards.

Since 2013, investigation and outreach associated with renaming Artesia Boulevard have been initiated, but the idea has not gained widespread support and remains a subject of ongoing discussion. Plans to establish a BID and develop a sign plan and standards have not been implemented, but are folded into this Area Plan, along with other tasks and projects identified by the vitalization committee. See Appendix D for the full report.

## ARTESIA-AVIATION REVITALIZATION COMMITTEE

In 2018, eleven people representing Redondo Beach businesses, residents, and property owners were appointed by the City manager to evaluate the challenges facing the Artesia and Aviation Corridors and to gather information pertaining to:

- ▶ Public safety
- ▶ Current retail trends
- ▶ The impacts of the general plan update on prospective development and growth opportunities in the Corridors

The meetings of the Artesia-Aviation Revitalization Committee included group discussions of national and regional economic changes and how they played out in the Artesia/Aviation Corridors, then considered the challenges that are unique to the area. The group’s recommendations included suggestions for ongoing, short-term, and longer-term projects, many of which have been folded into the strategies and action items in this Area Plan. See Appendix C for the full report.

*The Artesia-Aviation Revitalization Committee was assisted by staff from the City Manager’s Office, Waterfront and Economic Development, Community Development, Public Works, and the Police and Fire departments. The same internal City staff team will be responsible for the implementation of the AACAP.*

## GENERAL PLAN UPDATE AND ADVISORY COMMITTEE

The General Plan Advisory Committee (GPAC) consists of 27 members whose charge is to provide input into the update of the City's land use map and assist staff in the preparation of goals, policies, and action items for a focused general plan update to the land use, noise, safety and open space, recreation and conservation elements. As a part of the general plan update work program, the City Council authorized the preparation of the Artesia and Aviation Corridors Area Plan to provide more focused policy and placemaking guidance to two of the city's most prominent and traveled corridors. This document is a result of those efforts.

*Although the general plan will not be adopted by the time this Area Plan is completed, several of the GPAC meetings and general plan community workshops revealed a need to focus some of the City's revitalization efforts in North Redondo (versus solely at the Galleria or the AES site). As a result, the AACAP is moving forward and will be tied back to the general plan document when the latter is adopted.*

### GPAC Recommendations for the AACAP

The GPAC's preference for the types of uses was a blend of commercial and office uses throughout the AACAP area (no residential or mixed use that also allows residential). However, they felt the existing mixed use could remain and should not be considered nonconforming.

The GPAC carefully considered the findings of the 2017 citywide market study, which identified a need for new and improved office facilities, as well as the 2019 development feasibility study, which concluded that residential development with three or fewer stories was not financially feasible in the near term. Based on these findings, GPAC preferred to allow the area to evolve organically over time instead of creating significant changes to (or increases in) the area's development capacity to prompt immediate change. The group heard feedback from the City's economic feasibility consultant and property/business owners along the Artesia Corridor and agreed that a slight increase in FAR (from 0.50 FAR to 0.60 FAR, for example) would help by providing added development capacity needed to induce

property owners to reinvest and redevelop commercial uses that have reached the end of their useful lifespan (discussed in more detail in Chapter 3).

The GPAC expressed concerns about the impacts that existing and future housing legislation could have on the allowable heights in the area (density bonus laws, potential impacts of Senate Bill 50 proposed in 2019), which was a factor in their decision to not include new residential uses in the AACAP area. They determined that the focus of the Corridors should be primarily restaurant and office, with some general retail and service commercial, thus catering to and creating connectivity with the adjacent residential neighborhoods.

The group was generally opposed to increasing building heights above three stories to accommodate new residential uses because of the effect additional stories would have on adjacent residential uses. They also expressed concern that the scale of taller buildings would alter the aesthetic character of the existing neighborhood.

The characteristics of the AACAP area must also be factored into redevelopment considerations. The Artesia and Aviation Corridors are commercial-heavy and accommodate large traffic volumes. This places practical limitations on the types of uses that complement and harmonize with existing development. The GPAC provided additional policy and/or implementation measures focused on:

- ▶ A pedestrian-focused/priority environment.
- ▶ A bike lane and multimodal access along Artesia.
- ▶ Enhanced physical connections to the adjacent community, commercial businesses, and nearby residential neighborhoods.
- ▶ Alternative streetscape and street section design options.
- ▶ Opportunities to create temporary or permanent gathering spaces along the Corridors (streetlet/parklet in part of a cross-street to the Artesia Corridor). Spaces could be tried out temporarily, then permanently installed if they are actively used by the community and funding could be secured to install and maintain.

## 2.5 OPPORTUNITIES AND CONSTRAINTS

The analysis of existing land uses, parking, and development feasibility revealed a number of constraints that limit redevelopment potential and prevent other revitalization efforts from gaining traction in the AACAP area. In addition, opportunities were identified, some of which mitigate constraints. Others address challenges that face the commercial corridors and other issues identified through analysis, prior planning efforts, and discussions.

### 2.5.1 CONSTRAINTS

The following constraints were identified, and are described in detail in this section:

- ▶ Existing mix and location of uses does not serve the local community.
- ▶ High land values and limited development potential due to regulations.
- ▶ Lot depths and configurations limit what can be developed.
- ▶ Low vacancy means there is limited financial incentive to redevelop.
- ▶ Inefficiently utilized parking results in excess parking spaces in some areas and a shortage in others.
- ▶ Revitalization projects are difficult to implement because responsible parties have not been established.

In addition to the constraints noted above, all of the related planning efforts noted that the existing character of the Corridors did not invite pedestrian activity and recommended placemaking and mobility improvements to help transform the physical quality of the Corridors.

### EXISTING MIX AND LOCATION OF COMMERCIAL USES

When a critical density of complementary amenities, services, and activities comes together (including businesses, civic uses, and public spaces), corridors become desirable destinations. Today, neither the Artesia Corridor nor the Aviation Corridor has a distinct density of complementary uses that could attract a higher number of visitors. Additionally, the existing mix of commercial uses, shown in Figure 2.6, does not currently meet the needs and desires of the local community, as identified by the Artesia-Aviation Revitalization Committee and the GPAC. Presently, there are only a few destinations in the AACAP area frequented by residents, and even fewer that entice locals to walk to the Corridors. Many of the establishments that could support a more active pedestrian atmosphere are separated by significant distances, which discourages people from approaching on foot.

### HIGH LAND VALUES

The land values estimated in the development feasibility study are high (\$6.9 million/acre), which means that a redevelopment project would need to generate enough cash flow (usually in the form of rent) to offset the cost and risk of development. Generating more cash flow is often achieved by increasing the amount of leasable space and/or by raising rental rates. Because the rental market is competitive, there is a limit to how high rental rates can be set and still attract tenants. Together, the expected rental rates and the amount of leasable square footage available must result in enough cash flow to incentivize landowners to redevelop properties. Existing parking and FAR requirements (described later in this section), however, limit the amount of leasable building square footage that could be developed on a property and thus limit the cash flow it could generate. If a property cannot generate more revenue than the cost of development and the risk of investment, it is unlikely to be developed. The 2019 development feasibility study (see Appendix B) concluded that the majority of projects were not currently feasible without changes to current FAR and parking standards that would allow property owners to develop projects with more leasable square footage.

## LOT DEPTHS

The lots within the AACAP area were generally established at the same time that the residential area was plotted, and the dimensions in the Corridors mirror those of adjacent neighborhoods. The neighborhoods were laid out shortly after the turn of the twentieth century, when a very different commercial model prevailed, and minimum parking requirements would not be conceived for more than half a century.

### Artesia

As illustrated on Figure 2.10, *Lot Depths*, the majority of lots within the Artesia Corridor are 130 to 150 feet deep. Fewer than ten properties in the Corridor are less than 50 feet deep. Of those, all but two properties are adjacent to parcels that are used for rear parking, effectively extending the length of the lot to mirror the 130- to 150-foot depth common along the Corridor.



*In this example, an abutting rear parking lot serves as an extension of two of the shallowest parcels along Artesia Corridor.*



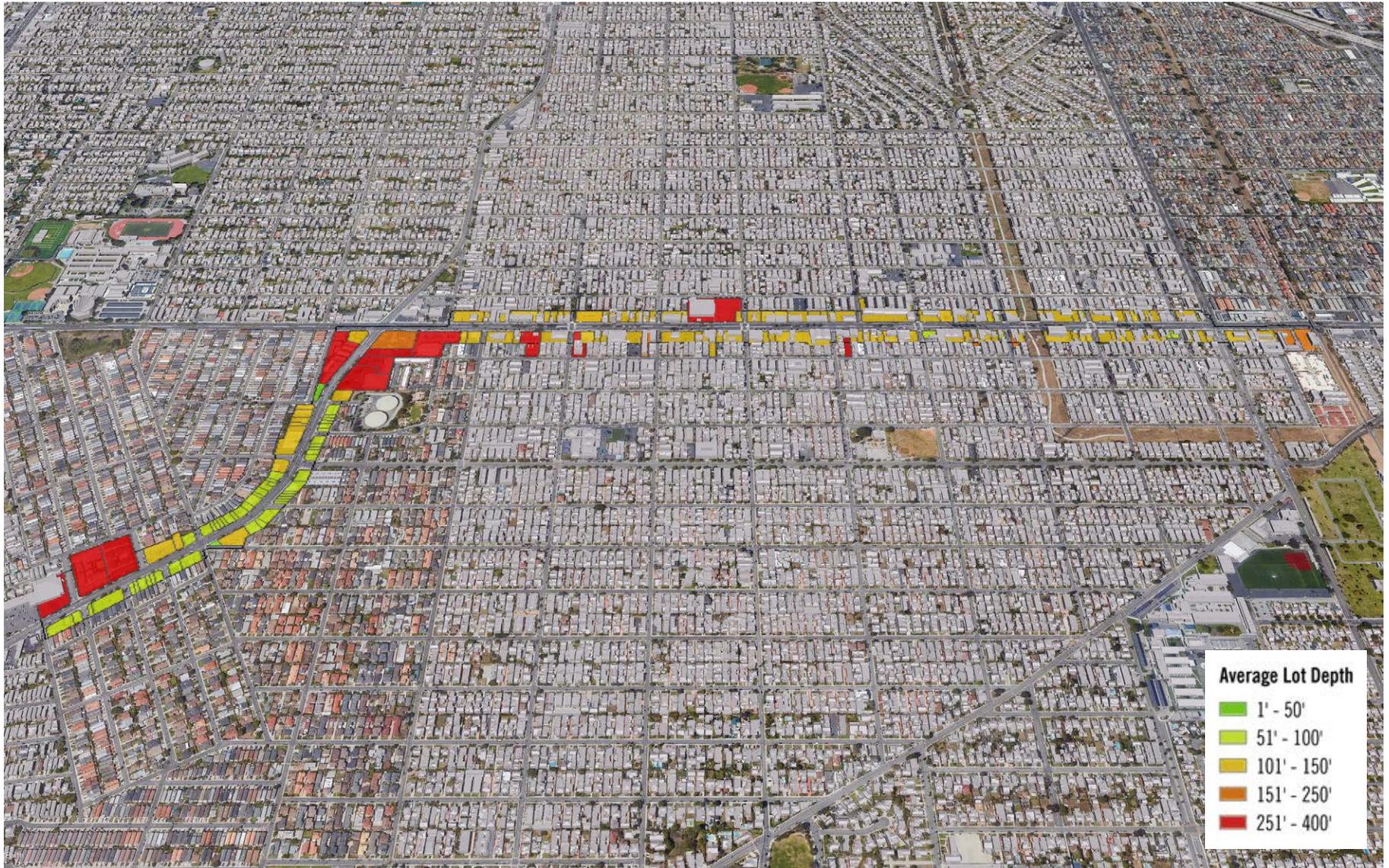
*This lot within the Aviation Corridor is approximately 100 feet deep. The building is only 900 square feet, and the remainder of the property is dedicated to off-street parking.*

### Aviation

Because the Aviation Corridor cuts diagonally along the edge of the original grid laid out in 1906 (described in Section 1.2, *History*), lot depths along the Aviation Corridor generally mirror the newer, smaller residential lots of the adjacent tall-and-skinny homes rather than the prevailing lot size of the 1906 tracts. As depicted on Figure 2.10, properties generally range from 80 feet to 120 feet deep. The notable exceptions to this pattern are seen in the two multifamily developments<sup>1</sup> and the large, auto-oriented shopping complex at the intersection of the Corridors.

<sup>1</sup> The two multifamily developments are located at: 1) The southwest corner of Artesia Blvd. and Aviation Blvd.; 2) Along Aviation Blvd. between Goodman Ave. and Stanford Ave.

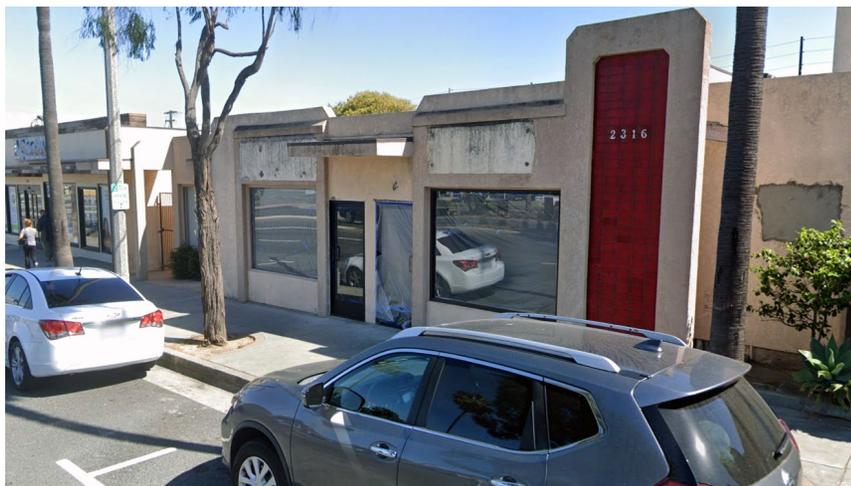
Figure 2.10 Lot Depths



## VACANCY

Vacant sites often present the best opportunities for development. The construction costs are lower, and the administrative process is easier than for an already developed site. Unfortunately, no vacant sites currently exist within the AACAP area. This tells us that redevelopment of existing commercial sites is the primary opportunity to facilitate change in the Corridors.

Commercial vacancy rates in the AACAP area, however, are currently low, hovering around 3.8 percent (see Appendix B). This indicates that businesses are performing well and that property owners are able to find tenants with relative ease. Unfortunately, high occupancy rates generally deter property owners from reinvesting in assets because the current product is still profitable, even if the mix of uses is not desired by the local community. Compounding the issue is that the majority of current land owners in the AACAP area are long-standing owners with little debt, which allows for positive cash flow even though the rental rates are lower in the AACAP area than in other parts of the city (see Appendix B).



One of very few vacant storefronts within the Artesia Corridor.

## PARKING REQUIREMENTS AND FLOOR AREA RATIO

Most of the parcels along both Corridors are too shallow to attract development of significant scale, and this challenge is complicated by the existing parking and FAR standards, which require a certain number of dedicated parking spaces on-site and restrict the size of buildings that can be developed proportional to the lot size. Real estate brokers have affirmed these challenges and expressed that desirable businesses looking to locate in the AACAP area are often unable to do so. Establishing the correct balance of building size and parking relative to lot sizes and anticipated visitors is critical to a quality corridor.

Off-street parking requirements are particularly problematic for development on narrow, midblock properties because there are no alleys to provide rear access. A 130-foot by 50-foot lot along Artesia Corridor must dedicate nearly 40 percent (18 feet) of the available frontage to provide a two-way drive with access to rear parking. This requirement limits design flexibility, disrupts the rhythm of storefronts, and encourages each property to maintain at least one curb cut, which reduces on-street parking potential and disrupts the pedestrian experience.

## LACK OF RECENT DEVELOPMENT

The land sales data studied in the feasibility assessment (see Appendix B) included very few recent transactions. This is also reflected in Figure 1.3, *Development by Decade*, which shows only a handful properties in the AACAP area were developed after 2010. Developers, in general, are reluctant to invest in areas without other recent and successful projects, so the lack of recent development increases the risk associated with a redevelopment project. Developers would need a greater incentive to offset this perceived risk of investing in the AACAP area.

## Background

### INEFFICIENT PARKING

Despite the current excess of parking spaces, the functional supply is restricted by small, segregated, and privately owned off-street lots that are intended for the exclusive use of customers and employees of each site. In most cases, each commercial development only provides enough parking to fulfill its own parking requirements as defined in the City's municipal code, and there are no large public or shared parking lots intended to serve customers of multiple developments in the AACAP area. Allowing more shared or public parking in the AACAP area would allow more efficient use of parking and more flexibility in site design and could help to reduce the number of overall parking spaces needed in the AACAP area.

### DIFFICULT TO IMPLEMENT

Despite a good set of recommendations, many of the revitalization strategies identified by the 2013 working group and 2018 committee have not been realized because there is no driving force to advocate, plan, and direct the implementation of the identified projects. A responsible party needs to be identified to take ownership of each strategy in order to see it through to realization. This was also noted as a constraint in the 2013 Vitalization Strategy.



*Each property along this stretch of Artesia Boulevard (between Slauson and McKay Lanes) maintains its own private parking area.*

## 2.5.2 OPPORTUNITIES

Despite the challenges limiting redevelopment and revitalization efforts in the AACAP area, a number of opportunities were also identified. The opportunities include items to help mitigate some of the challenges in Section 2.5.1 as well as strategies to transform the physical environment along the Corridors to better reflect and serve the nearby neighborhoods.

### OPPORTUNITIES TO MITIGATE CONSTRAINTS

The City has limited ability to mitigate some of the identified constraints—such as lot depths, high land values, and low vacancy rates—but it does have opportunities to address others. Some of the constraints that can be mitigated include the mix and location of existing uses, inefficient parking, and parking requirements and FAR standards, which may help to stimulate redevelopment. These constraints could be addressed through changes to the City’s municipal code and zoning standards, targeted incentive programs, and focused policy and economic development efforts.

#### Improve the Mix and Location of Uses

The mix and location of existing uses will change organically over time, but targeted efforts to incentivize development and encourage the clustering of preferred uses around existing desirable uses and approved projects would help to establish pedestrian destinations in the AACAP area. Strategies include:

- ▶ Create activity nodes that:
  - Build synergy around successful desirable businesses and public assets in the AACAP area.
  - Capitalize on the energy created by the new Galleria development project.
- ▶ Encourage pedestrian-oriented development and preferred uses around the SCE right-of-way.

#### Encourage Reinvestment

Many of the constraints identified in Section 2.5.1 related to development feasibility in the Corridors. Small changes to the City’s land use requirements and parking standards would enable developers to build more leasable square footage, which would help to alleviate some of the issues facing redevelopment. These changes could include:

- ▶ Relax parking requirements to incentivize development of preferred uses.
- ▶ Increase FAR throughout the Artesia Corridor to improve financial feasibility of redevelopment.
- ▶ Allow a range of uses, including commercial, office, and residential, in the AACAP area to provide flexibility to respond to market demand and spur redevelopment.<sup>1</sup>

#### Establish More Efficient Parking Solutions

The City should adopt site design guidelines and changes to the municipal code and zoning standards that encourage and facilitate shared off-street parking on private property. It should also implement a long-range parking strategy to establish public off-street parking. These actions would transform the way that parking is used throughout the AACAP area.

#### Enable Implementation

This document is intended to help the City, local businesses, and community members implement its strategies. As noted in the 2013 Vitalization Report, the AACAP area would also benefit from the formation of a single-purpose organization of volunteers and professional management to advocate, plan, and

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<sup>1</sup> As noted in Section 2.4, the GPAC felt that buildings with more than three stories were not compatible with the adjacent neighborhoods, and the development feasibility study (Appendix B) found that residential development with three stories or fewer was not financially feasible in the near term. As a result, the GPAC recommended that no new residential uses be introduced into the AACAP area.

direct the implementation of the AACAP. One strategy is to establish a business improvement district (BID).

### PLACEMAKING AND MOBILITY OPPORTUNITIES

In addition to the opportunities that directly address various constraints, a number of opportunities were identified to help establish the AACAP area as a great public space. These include ways to address challenges that commonly face commercial corridors—improving connections between business parking areas and between the AACAP area and adjacent neighborhoods; increasing the quality and safety of the pedestrian environment; establishing a distinct identity; and improving pedestrian, bike, and transit infrastructure within the AACAP area itself.

#### Improve Connectivity to Neighborhoods

Many nearby residents drive to the AACAP area despite the easy walking distance. Creating new connections that make walking to AACAP area more convenient and improving the physical environment and perceived safety would entice more residents to approach the Artesia and Aviation Corridors on foot. Strategies include establishing pedestrian pass-throughs and short cuts to improve access to the AACAP area.

#### Improve the Pedestrian Environment

The Artesia and Aviation Corridors currently attract very few pedestrians. Part of this is because neither Corridor has places where people want to spend time in public. Strategic placemaking strategies for both private development fronting the sidewalks and public improvements would work in conjunction with other identified opportunities to create a more enjoyable pedestrian experience in the AACAP area. Strategies could include:

- ▶ Establish design guidelines to ensure public improvements and private development enhance the pedestrian realm.
- ▶ Activate the sidewalk with outdoor dining and other temporary uses.

- ▶ Establish new permanent and/or temporary public spaces such as streetlets or parklets.

#### Establish an Identity

Commercial corridors are strongly linked to visitors' and locals' perceptions of the surrounding community. The AACAP area, however, does not physically reflect the vibrant neighborhoods it represents. Efforts could include:

- ▶ Establish a brand
- ▶ Introduce placemaking objects, wayfinding, and public art
- ▶ Unify signage

#### Improve Mobility

People are more likely to walk, bike, ride a personal scooter, skateboard, or take a ride share if the appropriate infrastructure is available. Adding bicycle lanes and installing more bicycle racks would encourage more people to bike to the AACAP area. Designating areas where ride share services can pick up and drop off passengers makes it easier for people to use those services. After some significant changes both at the Galleria and in the AACAP area, a trolley service linking desirable destinations would improve exposure and access. Additionally, as more preferred uses move into the AACAP area, the parking demand may increase, so enabling alternative modes of transportation would help to reduce parking demand. Improvements to mobility may include:

- ▶ Improve walking, biking, and other active transit infrastructure.
- ▶ Introduce ride share pick up/ drop off stations to reduce the number of cars needing to park.
- ▶ Improve transit service and consider a long-range option of establishing a trolley service between the Galleria and AACAP area destinations.

### Enhance Gateways

The gateways that mark entry into the Aviation and Artesia Corridors do not currently stand out from the adjacent commercial areas, so there is an opportunity to enhance the sense of arrival for all visitors and provide a visual cue marking boundaries and indicating to visitors that they are somewhere special.

Figure 2.11, *Existing Gateway Locations*, and the images to the right show that the gateways today have no visual indicators. This creates numerous opportunities to enhance the AACAP area’s existing gateway conditions as one piece of the AACAP area identity and coordinated arrival sequence.

Figure 2.11 Existing Gateway Locations



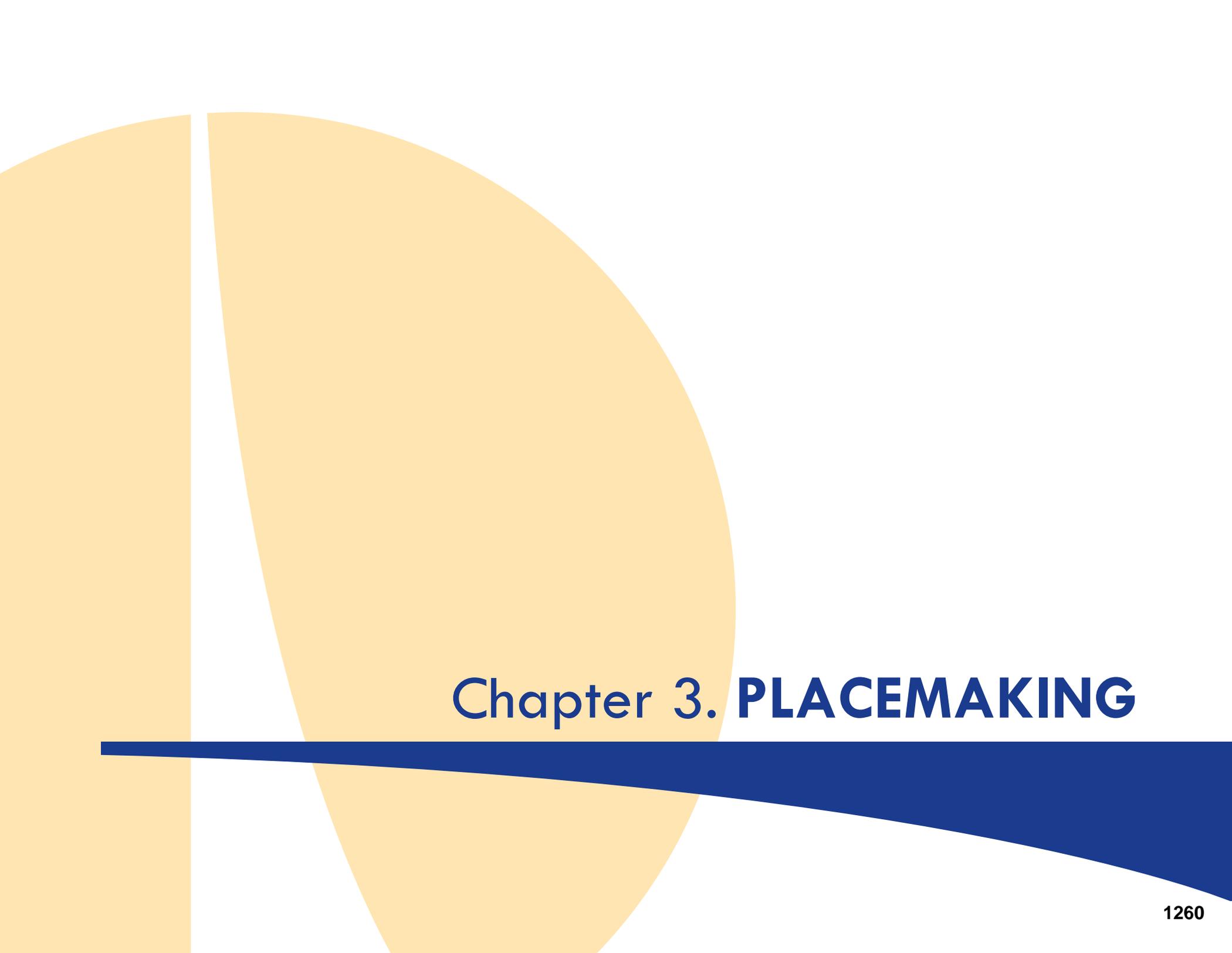
Existing Gateway Location



- 1: The transit underpass marks the eastern gateway to the Artesia Corridor.
- 2: The southeast corner of Artesia and Aviation Boulevards marks both the western gateway to Artesia Corridor and the northern gateway to Aviation Corridor.
- 3: The retaining wall at Stanford Avenue and Aviation Boulevard marks the southern gateway to Aviation Corridor.

 **Background**

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# Chapter 3. **PLACEMAKING**





## 3.1 INTRODUCTION

When corridors function well, they provide opportunities for people to connect in ways that no other public space can. In the AACAP area, each Corridor aspires to become a different type of destination that serves its purpose in the regional context as well as in the surrounding neighborhoods and communities.

Focused placemaking decisions implemented with appropriate mobility improvements and economic development strategies can create Corridors that better serve community needs, ensure the continued stability of nearby residential neighborhoods, and provide a social anchor for North Redondo.

To transform the underperforming areas of the Corridors into places where people want to walk, bike, scooter, or take a rideshare service, elements must be introduced that draw people in and make people feel welcome and comfortable.

The Artesia Corridor is a long stretch of roadway (1.2 miles) that occupies a strategic location in North Redondo and presents an opportunity to become a robust, pedestrian-oriented community hub. Aspirations for the Corridor include a pedestrian-first atmosphere along the busy roadway where people come to relax in public, see familiar faces, and meet new people.

The Aviation Corridor, on the other hand, is smaller and less centrally located, and aspirations for Aviation are similarly scaled back. A pleasant and safe pedestrian realm that allows nearby residents to access local businesses is envisioned.

As discussed in Section 2.1, *The Location and Role of Each Corridor*, the Artesia and Aviation Corridors currently serve different purposes and, as a result, the revitalization approach and recommendations for each Corridor are a little different. Where appropriate, standards and recommendations specific to each Corridor have been individually detailed in this chapter.

Since one of the objectives to improve the AACAP area includes attraction of new businesses (office, retail, and restaurant), this chapter identifies land use strategies to incentivize new investment in the Corridors (such as allowing for an increase in buildable square footage) and outlines design improvements that can incrementally enhance the corridor experience for residents and visitors over time. Since the Corridors are not envisioned to experience a significant change in land use, most of the identified standards and recommendations in this chapter relate to design improvements to enhance the pedestrian experience.

The Artesia and Aviation Corridors also provide essential roadway linkages for the City. This section balances the need to maintain a functional roadway network with the community values of residents to create Corridors that are safe, effective, attractive to visitors, and assets to neighboring residents. Existing roadway configurations and options for improvements are discussed in more detail in Chapter 4, *Mobility*.

Each topical area discussed in this chapter is followed by a series of recommendations or potential actions that the City of Redondo Beach could choose to pursue to enhance the AACAP area. General cost implications and suggested time frames for completion (short term, midterm, long term) have been included to help the City prioritize when various actions should be integrated into the City's strategic planning and work program.

## 3.2 CORRIDORS AS DESTINATIONS

Great corridors are places where people want to spend time. They offer amenities that attract visitors, provide services that people need and enjoy, and provide comfortable spaces for the community to socialize and accomplish daily tasks. When a critical density of complementary amenities, services, and activities—including businesses, civic uses, and public spaces—come together, corridors become desirable destinations. The desire is to establish the Artesia Corridor as the “Main Street” of North Redondo Beach and to establish the Aviation Corridor as a secondary or support corridor, and that both Corridors reflect the vision of the adjacent neighborhoods.

### 3.2.1 CREATING A DESTINATION

#### ESTABLISH ACTIVITY NODES

Today, neither Corridor has a distinct density of uses that would attract the number of visitors needed to activate the street and make it the type of local destination the community wants it to be. The Corridors have evolved organically over time, and it is anticipated that with specific incremental improvements and investments they will continue to gradually transition into the memorable local serving destinations desired by the community. To gain the most impact from this type of organic growth, clustering preferred and synergistic uses into smaller portions of the AACAP area would help prompt more dramatic and localized transformation. These smaller “Activity Nodes” would become distinct destinations within the AACAP area, as opposed to sections of two pass-through corridors.

To facilitate a clustering of complementary uses that are desirable to the local community, the City has identified two Activity Nodes where targeted efforts will incentivize desirable development in a small area of the Corridors. This section describes the different types of users that different businesses attract, explains how complementary uses can be clustered, identifies preferred uses in the AACAP area, and defines the extent and function of the Activity Nodes.

#### Complementary Uses

Because different commercial uses can attract different types of visitors at different times of the day, they have the potential to affect the pedestrian experience. Automotive uses (e.g., repair shops) primarily attract people who arrive and depart by vehicle during daytime business hours. Offices attract workers who arrive in the morning by car, on foot, bike, scooter, or transit; may leave the office by foot around noon; and depart the same way they arrived in the late afternoon or early evening. Grocery stores attract people who come to the Corridors in their vehicles for a single purpose before returning home. Restaurant, most retail, and public uses attract a mix of people from midmorning and into the evening who could arrive on foot, bike, scooter, or by car.

Clustering uses that lend themselves to pedestrian, bike, and scooter access in Activity Nodes gives visitors access to more uses and more reason to enjoy the Corridors on foot, and other sections of the Corridors can accommodate businesses that are typically less pedestrian oriented, like gas stations and grocery stores.

Similarly, clustering uses that facilitate complementary activities can encourage people to approach the Corridors on foot, activate the public realm, improve business activity, and reduce the need for parking. For example, locating offices within easy walking distance of restaurant uses provides a built-in daytime population that helps support the restaurants. As discussed in Chapter 4, *Mobility*, offices and restaurants also see peak parking demand at different times of the day, so shared parking could be used to accommodate the influx of office workers during the day and restaurant goers in the evening.



### Preferred Uses

The 2017 citywide market study, prepared for the General Plan Update, found that there was an unmet demand for office space throughout the City of Redondo Beach and that the national trend of reduced retail demand would likely impact the City’s retail environment. In addition, the Artesia-Aviation Revitalization Committee and GPAC identified sit-down restaurants as some of most desirable existing destinations in the AACAP area. The detailed parking study of the AACAP area (see Appendix A) reinforced this observation, showing that clusters of restaurants were already attracting a high number of vehicles. These findings led the GPAC to identify restaurants and offices as the preferred uses in the AACAP area. For the purposes of the AACAP, office uses may include non-traditional workspaces, such as co-working areas. It is also important to note that the preferred uses discussed in this section are a priority of future revitalization efforts; however, pharmacies, print shops, and other uses traditionally permitted by the General Plan and Municipal Code may still be developed in the Corridors. As the AACAP area and market evolve, the City may re-evaluate the preferred uses to ensure the Corridors continue to

*Riviera Village in South Redondo Beach is an example of a large Activity Node where a critical density of complementary pedestrian-oriented uses attracts visitors.*

serve community needs, respond to market demand, and reflect neighborhood desires.



### Activity Nodes

To promote the clustering of preferred and synergistic uses as the AACAP area evolves, the City has identified two areas to operate as “Activity Nodes,” where pedestrian activity is most likely to occur and most desirable, and where streetlets (see Section 4.5.2) can be installed to activate the public space. The Activity Nodes are described in the text box on the following page and shown on Figure 3.1, *Activity Nodes and Placemaking Elements*. Figure 3.1 also identifies streetlet locations and other placemaking components needed to create active corridors.

Although some design improvements to enhance the pedestrian experience should generally be applied throughout the AACAP area, business development strategies, incentives, design guidance, and pedestrian enhancements within the Corridors will be prioritized in these Activity Nodes. More substantial design and development standards, economic development, and incentives will focus on the Activity Nodes first because they are intended to serve as catalysts for transition of the remainder of the Corridors. Design requirements can help to build synergy between businesses and the public realm, and they will work with public realm improvements to create a memorable pedestrian experience. Enhanced pedestrian considerations in Activity Nodes may include more substantial design guidance (see Sections 3.3, *The Pedestrian Experience*, and 3.4, *Design Guidelines*), including façade articulation; signage; setback requirements to allow for more outdoor dining and other potential “spill out” uses like retail displays; parking screening; proximity to bike, scooter, and ride-share stations; and other elements.

The identified Activity Nodes are at key locations within the Corridors. The two Nodes should be linked by sidewalks and other planned connectors, like bicycle lanes, but linkage areas outside of the Nodes may not receive the same priority or level of enhanced treatment as the Activity Nodes.

### ACTIVITY NODES

While further study is necessary to define the exact standards for the public improvements, two locations in the AACAP area have been designated Activity Nodes, and additional Activity Nodes could be identified in the future:

#### MacKay Lane to Felton Lane (two blocks)



Activity Nodes can grow from areas where the existing mix of uses already attracts visitors. The parking study of the AACAP area (see Appendix A) shows that the new coffee shop at Artesia Blvd. and Felton Ln. and the mixed restaurant offerings at the adjacent Artesia Plaza are active areas based on parking demand. There is opportunity to capitalize on the synergy and activity generated by these uses and introduce new pedestrian enhancements that will encourage some visitors to walk to this area, possibly creating a foodie “go to” node on the Artesia Corridor.



This Activity Node includes the SCE easement, which links the Corridor to neighborhoods and parks in North Redondo, and there are plans to connect it to the Galleria.



In addition to the SCE easement, this segment includes the location of the MacKay Lane streetlet (Figure 3.1). For more information regarding streetlets, see Chapter 4, *Mobility*.

#### Flagler Lane to Blossom Lane (two blocks)



A concentration of public uses and complementary activities can also be a catalyst to activate an area. This Activity Node will capitalize on the grouping of senior services and the library. The library also has significant potential to attract visitors on foot, bike, or scooter.



This segment includes the potential location of the Green Lane streetlet (see Figure 3.1 and Chapter 4, *Mobility*). The streetlet is directly between the library and senior services and will synergize with the community-oriented energy already present.

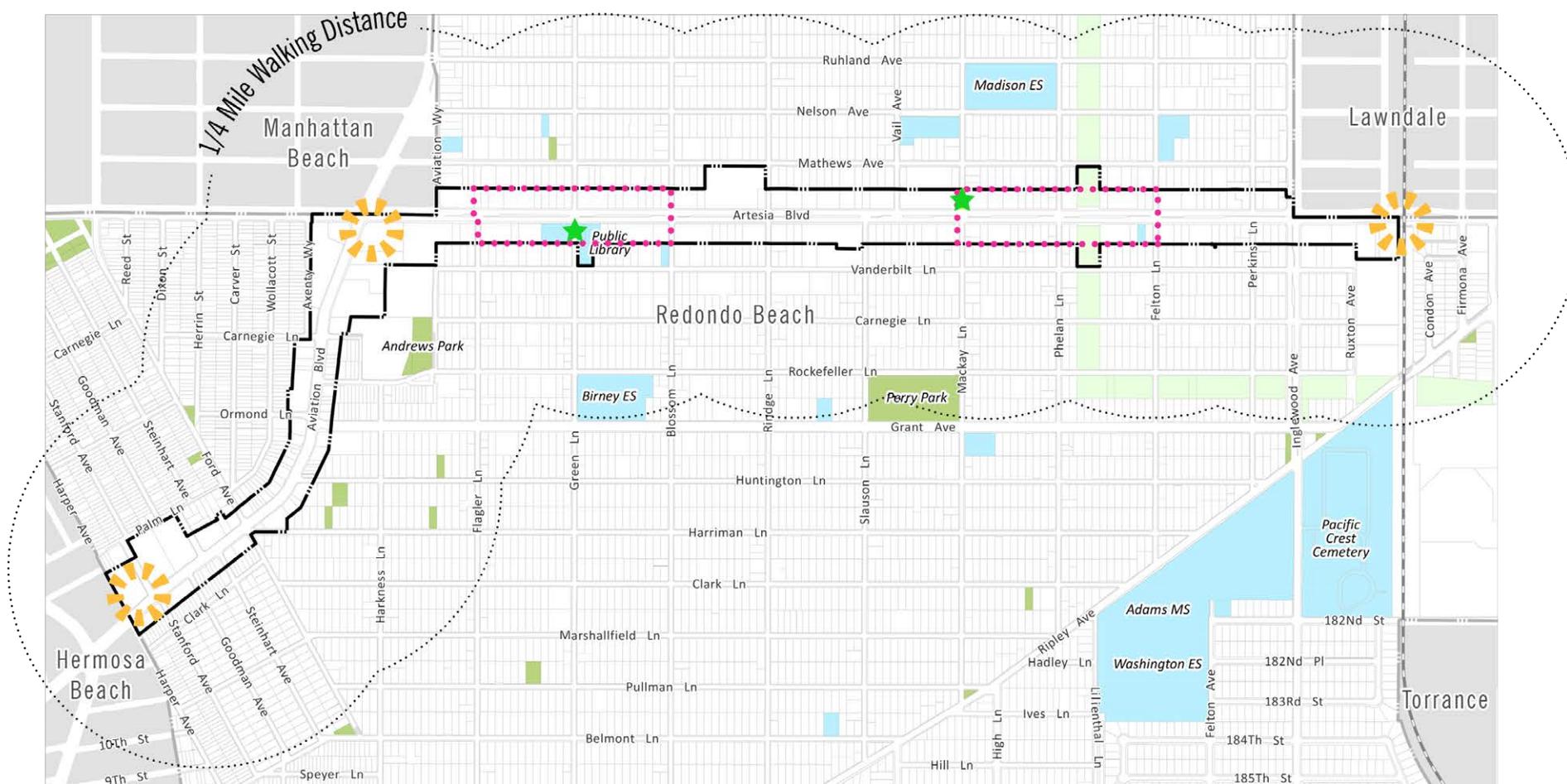


The SCE easement connects to the MacKay-Felton Activity Node. The easement currently includes a multiuse trail that runs from Dale Page Park to Rockefeller Lane. Future plans include beautification and other enhancements to the two sections of the easement adjacent to Artesia Boulevard and connecting to the Galleria.



The North Redondo Branch Library, an anchor of the Flagler-Blossom Activity Node, already attracts visitors on foot and bicycle.

Figure 3.1 Activity Nodes and Placemaking Elements



Source: PlaceWorks and the City of Redondo Beach



- |                            |                          |                             |
|----------------------------|--------------------------|-----------------------------|
| AACAP Boundary             | <b>Existing Land Use</b> | <b>Placemaking Elements</b> |
| City Boundary              | Institutional            | Activity Node               |
| Railway                    | Parks and Open Space     | Streetlet Location          |
| 1/4 Mile Buffer from AACAP | Utility and Open Space   | Gateway                     |

**RECOMMENDATIONS**

**Applies to:** Artesia and Aviation

**Timeframe:** Short Term/Midterm

**Relative Cost:** \$-\$\$\$

**Next Steps:**

- ▶ **Establish a Business Improvement District (BID).** Establish a BID to help facilitate focused economic development efforts to attract preferred uses to Activity Nodes.
- ▶ **Incentives.** Identify and provide incentives that mitigate development obstacles and encourage preferred uses to locate within the Activity Nodes, such as:
  - Offer expedited permitting and streamlined applications for preferred uses within Activity Nodes (e.g., give priority to projects that include restaurant on the ground floor and office above).
  - Facilitate a program to offer low-cost loans to finance tenant improvements for qualifying preferred uses within Activity Nodes.
  - Reduce parking requirements for preferred uses within Activity Nodes (see Section 4.5.1).
- ▶ **Design Guidelines.** Implement design guidelines in Section 3.4, which include measures to enhance the pedestrian experience and make the Activity Nodes more desirable destinations.
- ▶ **Pilot Projects and Improvements.** Gather insight from local businesses, property owners, and residents regarding which Activity Nodes should be prioritized for improvements or pilot projects outlined in later sections of this document (if they need to be phased over time due to funding or resource constraints).
- ▶ **Long-Range Parking Strategy.** As detailed in Section 4.5.1, in addition to reducing parking requirements for preferred uses within Activity Nodes, develop a long-term parking strategy to understand the cost and benefit of various parking options, including private shared parking, public structured parking, and other strategies to consolidate and improve the efficiency of parking that could be implemented in phases as the AACAP area and Activity Nodes develop.

- ▶ **Evaluate Activity Nodes.** Evaluate the success of targeted improvements in each Activity Node annually. Consider adding 1-2 additional Nodes in the future, and identify a general timeframe to do so (mid- to long-term).



Source: SteelCraftLB  
This outdoor eatery in Long Beach, built with repurposed shipping containers, is an example of pedestrian-friendly and restaurant that engages the sidewalk.

**ENCOURAGING RESTAURANT DEVELOPMENT**

The GPAC identified restaurants as a preferred use in the AACAP area because they attract visitors via all modes of transit, and contribute to a lively, active streetscape.



One of the biggest challenges for new restaurants is the cost required to design and install the custom finishes within a rental property, known as tenant improvements. These are typically more costly for restaurants than other uses. Kitchens must have plumbing and ventilation that meets code requirements. Electrical upgrades are usually required, and cosmetic improvements (paint, flooring, lighting) are usually necessary. Facilitating low-cost loans to help finance tenant improvements would help new businesses thrive within the AACAP area.

## 3.2.2 ENCOURAGE REINVESTMENT

### REVISE LAND USE INTENSITY AND DEVELOPMENT STANDARDS

One of the challenges facing development in both Corridors is shallow lot depths. Though very little can be done to change the depth of existing lots, changes to the City’s Municipal Code (zoning and land use regulations) could help alleviate this and other challenges that impede development projects along the Corridors.

Increasing the allowed floor area ratio (FAR) in one or both Corridors would allow new development to include more leasable square feet, which would help to offset development costs. A development feasibility study (see Appendix B) examined how a variety of different types of uses could be configured on a site in the Artesia Corridor using current intensity limits (defined by FAR) and parking requirements. The study concluded that even a slight increase in FAR (e.g., from 0.50 FAR to 0.60 FAR) would enhance feasibility along the Corridors. In the near term, however, such small increments would need to be coupled with other changes, such as reduced parking requirements, to incentivize property owners to redevelop existing commercial uses that have reached the end of their useful lifespan.

In addition to improving development feasibility, reducing off-street parking requirements for preferred uses in Activity Nodes would allow property owners more flexibility in design, and it would result in a more pedestrian-oriented environment.

## RECOMMENDATIONS

**Applies to:** Artesia and Aviation

**Timeframe:** Short Term/Midterm

**Relative Cost:** \$

**Next Steps:**

- ▶ **Increase Allowable FAR (Artesia only).** Increase FAR from 0.50 to 0.60 along the Artesia Corridor. (This was a recommendation for consideration that came out of discussions with the GPAC.)
- ▶ **Reduce Minimum Parking Requirements.** As detailed in Section 4.5.1, reduce the minimum parking requirements for preferred uses in Activity Nodes.
- ▶ **Long-Range Parking Strategy.** As detailed in Section 4.5.1, develop a long-term parking strategy to understand the cost and benefit of various parking options—including private shared parking, public structured parking, and other strategies to consolidate and improve the efficiency of parking—that could be implemented in phases as the AACAP area and Activity Nodes develop.



*Design guidelines and identity improvements in Activity Nodes include introduction of street furniture, unified signage, landscaping, outdoor dining, variations in the sidewalk material, and building storefront requirements.*

### 3.3 THE PEDESTRIAN EXPERIENCE

Pedestrians currently experience the Artesia and Aviation Corridors by walking along the sidewalks and crosswalks. As they move through the Corridors, they not only observe the visual character of the area, but they also take in scents and noises that combine to define the experience. While some of these factors are impossible to control, strategic placemaking initiatives can contribute to a more enjoyable pedestrian experience. The placemaking strategies in this section detail various enhancements that, if implemented, could improve the pedestrian experience of the AACAP area.

Most of the possibilities explored are focused on changes to the pedestrian realm, defined as the walking environment within the AACAP area. Along both the Artesia and Aviation Corridors, the sidewalks not only comprise the bulk of the existing pedestrian realm, but, if the elements that contribute to an enjoyable pedestrian experience are enhanced, also have the potential to become great public spaces for North Redondo.



*Inviting, thoughtful streetscaping and sidewalk design make great public spaces.*

#### ELEMENTS OF AN ENJOYABLE PEDESTRIAN EXPERIENCE

The following key factors contribute to an enjoyable and memorable pedestrian experience:

##### Connected



A good pedestrian network has many short links that connect the different functions and public spaces of a community in a way that encourages people to walk, cycle, and scooter to local destinations.

##### Accessible



A quality pedestrian network provides access to people of different ages and different ability levels by removing barriers, maintaining even surfaces, and providing places to rest when necessary.

##### Safe



Pedestrians need to feel safe as they move through the AACAP area. Adequate lighting, separation from vehicles and bicycles, presence of other people, and the relationship between a building and the sidewalk can all influence actual and perceived safety.

##### Engaging



Providing a variety of visual complexity at key intervals along a corridor complements the human scale and breaks down the rhythm of the corridor. Varied programming that considers different walking speeds and activities in the pedestrian realm encourages people to walk longer distances and spend more time in the AACAP area.

### 3.3.1 CONNECTIVITY (GETTING TO THE CORRIDORS)

A good multimodal network connects the different functions and public spaces of a community in a way that encourages people to walk or ride a bicycle to local destinations. More than 15,000 Redondo Beach residents live within a quarter mile (approximately five-minute walk) of the Artesia and Aviation Corridors. Despite this proximity, many residents currently drive to AACAP area destinations rather than walk or cycle.

People choose to drive in lieu of walking or cycling for a variety of reasons, including distance, access, convenience, and perceived safety.

Improving the connectivity between the neighborhoods and the AACAP area would encourage nearby residents to walk or ride to local destinations and leave their cars at home.

As connectivity improves with more paths in more convenient places, the walking distance between destinations decreases and route options increase. This allows for more direct travel between destinations and creates a more accessible and convenient system, which are essential factors in encouraging residents to change their current habits.

A well-connected network has many short links, numerous intersections, and minimal dead ends.



#### Existing Connectivity in the Artesia Corridor

As described in Chapter 4, *Mobility*, sidewalks established along the traditional street grid provide a good foundation for pedestrian access to the Artesia Corridor. Standard block lengths along the Corridor and within the surrounding neighborhoods are generally 600 feet long and 300 feet deep, providing an easily traversable grid. Within the Corridor, however, there are a few locations where crosswalks along Artesia are nearly a quarter mile apart, forcing pedestrians to follow inconvenient paths and, in turn, discouraging walking.

#### Existing Connectivity in the Aviation Corridor

As described in Chapter 4, *Mobility*, sidewalks along the traditional street grid provide the foundation for pedestrian access to the Aviation Corridor. Block lengths along the Corridor vary because Aviation cuts through the traditional street grid at an angle. The grid, however, provides good pedestrian access to the Corridor. Like Artesia, crossing Aviation is inconvenient in some locations, where more than a quarter mile separates crosswalks.

Even though the existing street grid provides a good foundation to entice nearby residents to walk to the Corridors, there are opportunities to increase connectivity, reduce travel distances, and enhance the convenience of the pedestrian connections to the neighborhoods.

### PEDESTRIAN ACCESS THROUGH PARKING AREAS

Parking areas can present a significant impediment to pedestrian connectivity because they:

- ▶ Reduce the convenience of walking by increasing travel distances and time.
- ▶ Frequently incorporate barrier elements, intended to define private parking areas, that limit pedestrian access.
- ▶ Increase the chances that a pedestrian may be in conflict with car pathways.
- ▶ Impact the pedestrian experience by interrupting the visual rhythm of buildings and the continuance of sidewalks on the Corridor.

#### Full-Block Pass-Throughs

Along the Artesia Corridor, there are numerous locations where parking areas extend the full depth of the block, providing access to both the Artesia Corridor and Mathews Avenue or Vanderbilt Lane. These parking areas could be used to establish pedestrian “short cuts” between the Artesia Corridor and the residential uses beyond. A similar condition does not exist along the Aviation Corridor, so this recommendation would be limited to Artesia.

Adding new pathways through private properties can be beneficial to both the pedestrian network and nearby businesses. Within the pedestrian network it can reduce travel time, improve convenience, and encourage more people to walk, and nearby businesses benefit from improved customer access, more visibility, and higher levels of foot traffic.

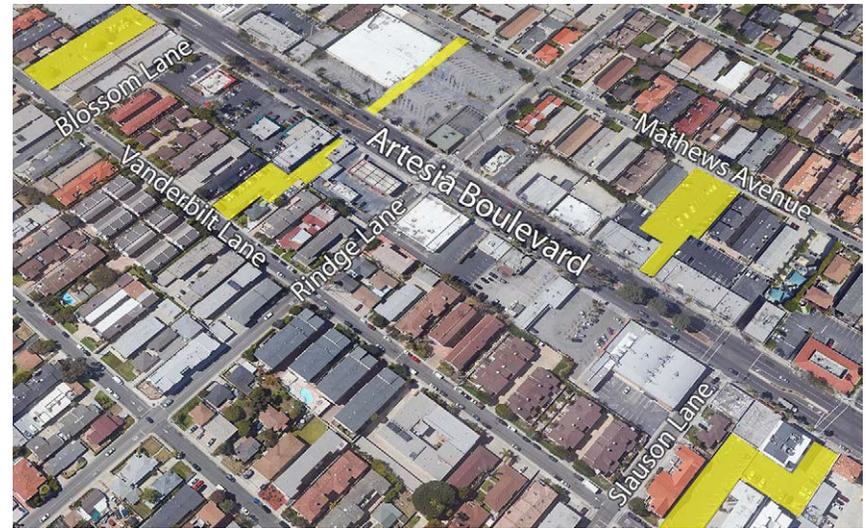
#### Optional Access to Adjacent Multifamily Projects

There are a number of multifamily projects that share a property line with a commercial use along the Artesia Corridor. The City’s Municipal Code generally requires that a six- to eight-foot wall separate these uses to dampen sound and protect the residential uses from other nuisances on the commercial property. The wall, however, requires residents to take a less convenient route to the Corridor.

Incorporating pedestrian access routes, such as pass-throughs, gates, or locked entries, into the walls separating the uses would improve pedestrian convenience and neighborhood connectivity. However, safety and liability concerns would also have to be considered.

Along the Aviation Corridor, most multifamily projects already front the roadway, and those that don’t are separated from the commercial areas by significant changes in grade. These grade changes would make installing access routes difficult or infeasible. Therefore, this recommendation does not apply to the Aviation Corridor.

Within the Artesia Corridor, when changes to a commercial property that is adjacent to a qualifying multifamily property (with four or more units) would require the issuance of a building permit, the City should require coordination between the commercial developer and the owner, HOA, or other representative of the residential property to determine if a pedestrian access route is desired by the residential property.



The yellow highlights mark potential locations for pedestrian pass-throughs along the Artesia Corridor between Blossom and Slauson Lanes.



### Reduce Pedestrian Barriers Between Adjacent Parking Areas

The Artesia and Aviation Corridors have numerous locations where private parking areas are separated by walls, fences, curbs, and landscaping that are intended to delineate which parking is reserved for which business. This prevents customers from using neighboring parking areas, but it also limits pedestrian movement.

Limiting the location, extent, and height of physical barriers and requiring that adjacent properties incorporate pedestrian pass-through opportunities via gates, openings, and curb cuts, when appropriate, would increase the number of routes available to pedestrians and improve the pedestrian network.

As discussed in Section 4.5.1, *The Driving and Parking Experience*, introducing shared parking, especially within Activity Nodes, would improve the pedestrian experience by consolidating parking into specific areas, removing the need for barriers between properties.



A pedestrian pass-through in this concrete block wall separating parking areas along the Artesia Corridor would improve pedestrian connectivity.

### RECOMMENDATIONS

**Applies to:** Artesia and Aviation

**Timeframe:** Short Term / Midterm

**Relative Cost:** \$\$

**Next Steps:**

- ▶ **Revise Municipal Code**
  - As detailed in Section 4.5.1, revise current parking requirements to allow and encourage shared parking between adjacent and nearby parcels within the AACAP area.
  - Revise the City's Municipal Code to allow pedestrian pass-through routes in the walls separating qualifying residential properties (with 4 or more units) and adjacent commercial development, where safe and feasible.
- ▶ **Coordination.** In the Artesia Corridor, when changes to a commercial property that is adjacent to a qualifying multifamily property (4 or more units) would require the issuance of a building permit, the City shall require the developer to make a reasonable effort to determine if a pedestrian access route is feasible, safe, and desired by the residential property via coordination with the owner, HOA, or other representative party of the residential property.
- ▶ **Implement Site Design Guidelines.** The site design guidelines in Section 3.4 include provisions related to full-block pass-throughs, pedestrian access, and parking.

### 3.3.2 THE CORRIDOR EXPERIENCE

A good pedestrian experience should be good for all potential users, including those of different ages and ability levels. Removing barriers, maintaining even surfaces, and providing places to rest makes the walking experience along the Corridors more enjoyable for more people. In addition to accessibility, the design of the elements within and adjacent to the pedestrian realm has a profound effect on the pedestrian experience.

Elements within the pedestrian realm include the physical sidewalks and crosswalks, curbs, street furniture, lighting, and landscaping. Elements adjacent to the pedestrian realm include building storefronts and frontages and the roadside.

Ongoing maintenance of all pedestrian infrastructure is key to ensuring both accessibility for a diverse range of pedestrians and a pleasing design aesthetic. Uneven surfaces, debris such as fallen landscaping materials, and broken concrete can make walking difficult for the elderly and disabled, limit access to those pushing carts or strollers, and make the Corridors a less desirable place to spend time. To prevent this, any improvements to either the Artesia or Aviation Corridors should ensure there is enough funding to cover ongoing maintenance prior to implementation.



*Changing the sidewalk materials between linkage areas and Activity Nodes signals to pedestrians that they have arrived somewhere special. Within the Activity Node, variations in pattern and material could help to distinguish the Clear Walking Path from the Amenity Zone.*

## SIDEWALKS

The types of activities that can be accommodated within the pedestrian realm dramatically impact the sidewalk's aesthetic and function while also affecting its safety and navigability, so it is important to strike the right balance between the walking area and other uses or amenities. Outdoor uses like cafés and retail displays can add enormously to the sidewalk's vitality, providing an excuse for people to stop and pause or linger for longer periods.

### Approach to Artesia

Because Artesia is envisioned as a pedestrian-priority corridor, the sidewalk should accommodate a variety of different activities, especially within Activity Nodes, including walking, sitting at key points along the path, waiting for the bus, and business-related activities such as outdoor dining.

### Approach to Aviation

The same recommendations for establishing defined zones and regulating design detailing suggested for Artesia are also relevant to the Aviation Corridor. The application of each, however, would look different. Along Aviation, there are fewer opportunities to accommodate uses due to the narrow width of the sidewalks and right-of-way and the shallower depth of the lots, so there may not be many areas able to accommodate a variety of active uses and/or amenities.

### Enhanced Sidewalks

The existing sidewalks in both Corridors generally provide even walking surfaces and are kept in good repair, and the City already uses quality materials that ensure continuous walkways, constant gradients, and easy-to-maintain paving.

In Activity Nodes, however, more playful and decorative sidewalk materials could be introduced to help establish a distinct sense of place and to visually distinguish different zones within the sidewalk.

### Outdoor Uses (Dining, Retail Displays, Etc.)

The City of Redondo Beach has already established a sidewalk dining program in Riviera Village that should be replicated within the Activity Nodes in the AACAP area. Other outdoors uses, like retail displays, however, are not currently permitted. To evaluate the viability of such spill out uses, the City should implement a pilot program within the AACAP Activity Nodes and determine if the City's zoning standards should be updated to allow such uses based on the success of the pilot program.



*Outdoor dining should be accommodated in the sidewalk as long a Clear Walking Path is maintained.*



*This sidewalk includes a clearly defined Clear Walking Path and two small Amenity Zones on either side. Here the Clear Walking Path is not linear, but rather curves around the street trees.*

### Sidewalk Zones

Defining different “zones” within the sidewalk provides clear direction about what activities (like outdoor dining) can and cannot be accommodated within the pedestrian realm given the various sidewalk and frontage conditions along Artesia Corridor. In many areas, the sidewalks are not wide enough to incorporate such encroachments, so outdoor uses should be restricted in dimension and allowed in the building setback area to maintain the primary function of pedestrian flow and ensure proper safety and accessibility. Sidewalk zones are:

- ▶ **Clear Walking Path.** This is the walking area that is intended for people in motion. The minimum clear path required to accommodate pedestrian flow typically ranges from five to seven feet depending on the anticipated foot traffic in a given area. Bulb-outs, other sidewalk extensions into the parking area, and deeper setbacks could all be used to increase the depth of the sidewalk and provide more flexibility to accommodate different activities.
- ▶ **Amenity Zone.** This is the area where low-speed activities, like sitting on a bench, waiting for a bus, browsing outdoor business displays, and outdoor dining can occur without conflicting with the pedestrian flow. This zone could be next to the curb or in the frontage area of the adjacent property. Business-related uses like outdoor dining, however, should be adjacent to the frontage of the business property whenever possible.

## RECOMMENDATIONS

**Applies to:** Artesia and Aviation

**Timeframe:** Short Term/Midterm

**Relative Cost:** \$-\$\$\$

**Next Steps:**

- ▶ **Implement Sidewalk Dining Permit Program.** Expand the existing program to include businesses within Activity Nodes in the AACAP area.
- ▶ **Establish a Pilot Outdoor Retail Display Permit Program.** Based on the Sidewalk Dining Permit Program, establish a similar program (or expand the existing Sidewalk Dining Permit Program) to allow outdoor retail displays. Pilot the program in Activity Nodes to assess long-term viability.
- ▶ **Incentivize Outdoor Dining.** Provide incentives to attract uses that include outdoor dining to Activity Nodes:
  - For preferred uses within Activity Nodes, reduce the amount of parking required for outdoor dining by requiring no additional parking for the first 16 seats outdoors or 30 percent of the interior seats, whichever is greater.<sup>1</sup>
  - Prioritize storefront improvement grants for preferred uses within Activity Nodes, with emphasis on projects that include outdoor dining components.
- ▶ **Implement Streetscape Design Guidelines.** The design guidelines in Section 3.4 include provisions related to sidewalk and streetscape improvements.



*Development that incorporates deeper setbacks could accommodate additional outdoor dining and create a lively sidewalk environment.*

<sup>1</sup> The City's Municipal Code currently requires no additional parking for the first 12 seats outdoors or 25 percent of the interior seats, whichever is greater.

### PUBLIC OPEN SPACES

Allowing, encouraging, and possibly requiring a varied network of well-used, inter-connected, publicly accessible open spaces would enhance the pedestrian experience within the AACAP area. Public open spaces can create an intentional “break” in the urban landscape and provide valuable spaces where residents and visitors could sit, play, enjoy, and activate the streetscape. Furthermore, the inclusion of public open spaces could improve retail sales and increase restaurant visits by encouraging more people to spend a longer period of time within the Corridors.

Public open spaces within the AACAP area would be defined by the following characteristics:

- ▶ Public open spaces would be public or semi-public outdoor spaces designed to facilitate community formation, interaction, relaxation, and contemplation through public gathering, activity, recreation, and/or leisure.
- ▶ Public open spaces may or may not have areas which are sheltered from the elements.
- ▶ Public open spaces should be preserved for public use through a formal agreement, such as an easement, land dedication, or condition of project approval. Depending on how the land is preserved for the public enjoyment, it can be publicly or privately owned and maintained. Maintenance responsibility shall be determined on a case-by-case basis.
- ▶ Where feasible to do so, public open spaces should abut public rights-of-way, a public sidewalk, or a pedestrian pass-through, and they should be openly accessible twenty-four hours a day. The City may restrict hours of public access at its discretion.
- ▶ Unless allowed under the City’s Municipal Code, on-site public open space shall not be used to comply with any park land dedication or in-lieu fee requirements.

Streetlets (discussed in Section 4.5.2), which could anchor the two pilot Activity Nodes identified along the Corridors, represent one opportunity to create public open spaces within the AACAP area. Additional open spaces could also be created within commercial properties along the Corridors. Public open spaces adjacent to pedestrian pass-throughs (see Section 3.3.1) would be particularly effective in creating functional spaces within the Corridors that incentivize residents to walk and spend time within the AACAP area.

### RECOMMENDATIONS

#### Applies to: Artesia and Aviation

**Timeframe:** Midterm/Long Term

**Relative Cost:** \$-\$\$\$

#### Next Steps:

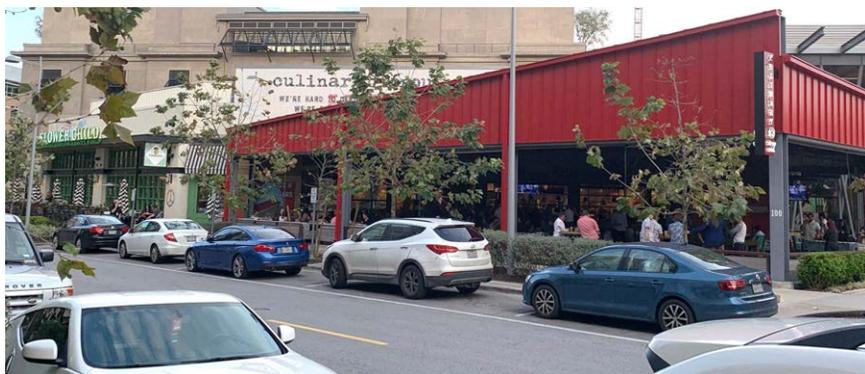
- ▶ **Establish Public Open Space Requirements.** Require new commercial projects that meet specified criteria (lot size, project size, etc.) to provide public open spaces on-site.
- ▶ **Purchase Land.** As opportunities arise, consider purchasing land from property owners to establish public open spaces and pedestrian pass-throughs.
- ▶ **Incentivize Public Open Spaces Adjacent to Pedestrian Pass-Throughs.** Provide incentives to encourage property owners to provide public open spaces adjacent to pedestrian pass-throughs.
  - Consider reducing the amount of on-site parking required for properties that formally preserve land for both a pedestrian pass-through and adjacent open space area.
  - Count the pedestrian pass through toward a public open space requirement only if it is adjacent to additional open space that enables public gathering, activity, recreation, and/or leisure.
  - Prioritize storefront improvement grants for properties that formally preserve land for both a pedestrian pass-through and an adjacent public open space area.

## STOREFRONTS

When a building directly abuts the sidewalk, the details of the building design play a critical role in shaping the walking experience. The vertical rhythm, depth, and texture of the elements define the pedestrian realm. Good design can create interest by breaking up large buildings, walls, and expanses of parking to a pedestrian scale.

As described in Section 2.2, *History*, there are a wide variety of different storefront and frontage treatments as well as different building vintages in the AACAP area. While the aesthetic is not currently unified, establishing design guidelines for new development and encouraging revitalization of existing buildings could leverage the Corridor's diverse history into part of the community story rather than unrelated pieces of a disparate whole.

Because the Corridors are expected to evolve organically, the effects of implementing design guidelines may take many years to be seen on a significant scale. However, implementing guidelines now will ensure that the Corridors will slowly grow into the types of destinations and environments desired by community members.



## Façade Articulation and Variety

To ensure that storefronts, especially those within Activity Nodes, have a positive impact on the pedestrian experience, changes in the way a storefront is detailed can help give a block continuous variety and make buildings appear unique to both occupants and pedestrians.

Incremental shifts in plane, building material variation, and window patterns can help create small shadows that give an impression of depth and texture.

Long stretches of building with the same design can make the pedestrian experience monotonous and repetitive. Defining a vertical rhythm for buildings in the Activity Nodes will break down the scale of the block and make it feel more pedestrian friendly. New development with long storefronts should incorporate architectural detailing elements that help break down their massing.



### Transparency

In addition to architectural variety, storefronts should be transparent, allowing for a direct visual connection between pedestrians on the sidewalk and activities inside the buildings. Setting minimum transparency levels activates the street environment, providing visual interest during the day and an intimate, secondary source of lighting at night.

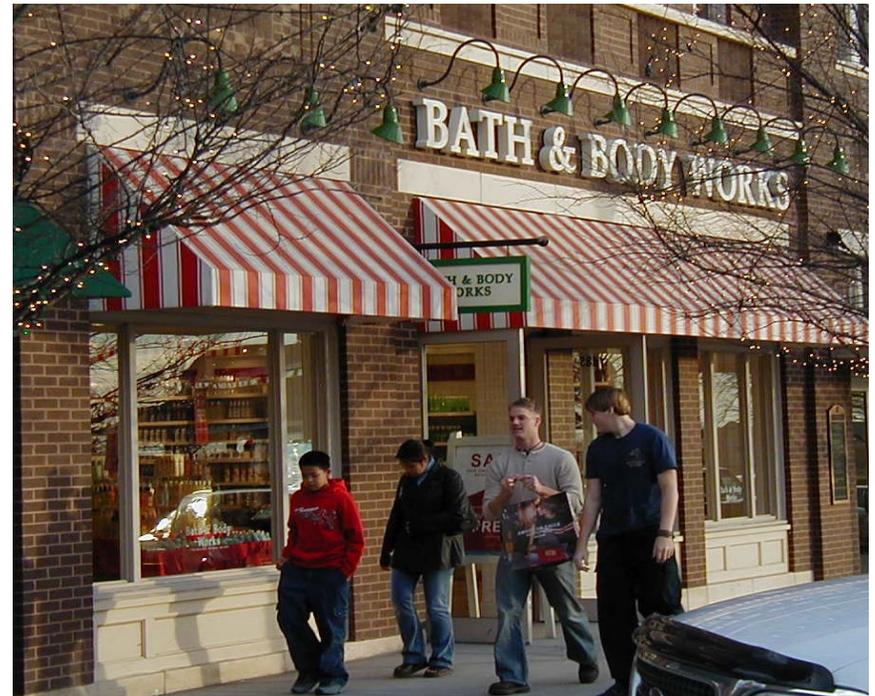


*The correct balance of transparency and solid walls provides a link between interior uses and the street, improves the night-time lighting condition, and can help break longer surfaces down to a pedestrian scale. Transparency at the ground level is also consistent with the Crime Prevention Through Environmental Design (CPTED) principles for enhanced public safety.*

### Canopies, Awnings, and Shading Devices

Canopies and awnings project from the building face and add depth, interest, and variation to storefronts.

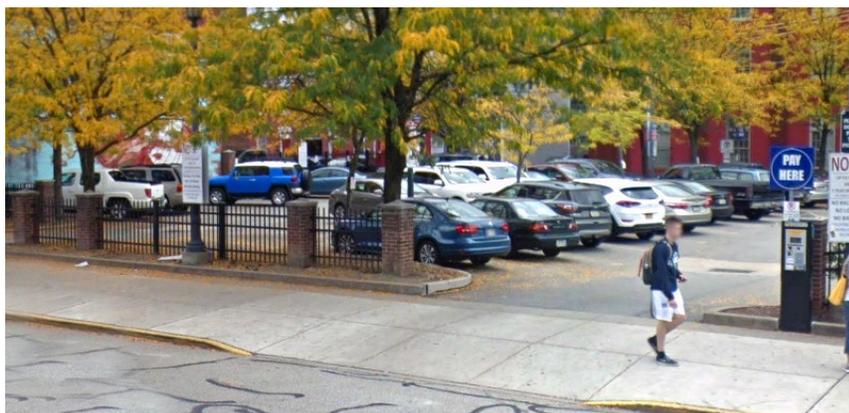
They also provide opportunities for individual establishments to use color and add to the character of the street while breaking down the scale of larger buildings. Awnings often incorporate part of a commercial establishment's signage and help shape a specific building's identity. Awnings, canopies, and shading devices can also provide shade during hot seasons and shelter from rain. These elements should be allowed to project over the sidewalk if they maintain a minimum clear height above the sidewalk grade.



*Canopies, awnings, and shading devices are an inexpensive way to add depth, interest, and unified signage to a building or streetscape.*

### Building Placement and Parking Lots

When a building is set back from the sidewalk (as opposed to fronting it), the design of the adjacent space can affect the pedestrian walkability of the Corridor. Measures to maintain the vertical rhythm, depth, and texture of the elements that define the pedestrian realm should be implemented where possible, and expanses of parking should be broken up or softened with landscaping or architectural details whenever possible.



*Fences with pedestrian-scale articulation combined with landscaping effectively screen side parking lots and help to maintain the rhythm of the streetscape.*

### Storefront Improvement Program

The City of Redondo Beach already offers a Commercial Storefront Improvement Program, intended to encourage organic storefront improvements within the AACAP area. The program provides a matching grant of up to 50 percent to commercial business and property owners for façade improvements on commercial properties within the AACAP area.

The amounts awarded by the City range from \$2,500 for mini grants to \$15,000 for multitenant properties.

Eligible improvements under the program are outlined in the program guidelines and include, but are not limited to, exterior paint, removal and replacement of old signs and awnings, repair and replacement of windows and entry doors, landscaping, construction of outdoor dining and gathering spaces, and remediation of City and State code violations. Other improvements that contribute to the overall improvement of a storefront may also be considered for grant funding on a case-by-case basis.

Expanding the existing program to include improvements to screen parking areas and other frontage areas consistent with design guidelines, and prioritizing funding for preferred uses in Activity Nodes where projects comply with the design guidelines (if applicable) would help to spur transformation in the area.



*2228 Artesia Blvd. received a matching grant for \$4,450 as part of the Storefront Improvement Program to add a mural and anti-graffiti sealer to the storefront.*

### RECOMMENDATIONS

**Applies to:** Artesia and Aviation

**Timeframe:** Near Term/Midterm

**Relative Cost:** \$-\$\$\$

**Next Steps:**

- ▶ **Continue Existing Storefront Improvement Program.** Continue funding and implementation of the program in the AACAP area, with priority given to preferred uses and projects in Activity Nodes.
- ▶ **Expand Storefront Improvement Program.** Expand the program to include improvements that screen parking and other frontage areas consistent with design guidelines. Consider issuing larger grants for projects in Activity Nodes.
- ▶ **Amend Storefront Improvement Program.** Amend the program to require that improvements be consistent with design guidelines to the extent possible.
- ▶ **Implement Storefront Design Guidelines.** The design guidelines in Section 3.4 include provisions related to storefront design, including:
  - Façade Articulation
  - Transparency
  - Canopies, Awnings, and Shading Devices
  - Building Placement
  - Parking and Screening



*A pedestrian-scale storefront that engages the sidewalk.*

### 3.3.3 IDENTITY (MAKING AN IMPRESSION)

A distinct identity defines a community and attract others to it. The Artesia and Aviation Corridors, however, do not currently physically reflect the vibrant community and close-knit neighborhoods they represent. The visual character of each is dominated by the buildings lining the streets, which reflect a melting pot of various postwar development trends and a mix of uses that do not necessarily serve the majority of nearby residents. The Corridors lack a consistent design quality, have a variety of frontages and setbacks, use inconsistent signage, and attract some uses and visitors that do not reflect the values of the community. The result is a Corridor without a clear visual identity or cohesive community story.

Many of the strategies in this section would be eligible to use funds generated by the approved Galleria project, which is expected to contribute \$1 million specifically for public art improvements along the Artesia Corridor.



*The mix of building types and setbacks and the inconsistent landscaping and signage design contribute to the Artesia Corridor's disjointed appearance.*

**BRANDING**

The identity of the neighborhoods around the AACAP area should be reflected in the image each Corridor conveys. Each should reflect and embody the elements that make it unique (even if those elements currently lie in potential), and the story that each Corridor portrays should serve to attract visitors, businesses, and investors who share the vision of the surrounding neighborhoods.

Merging placemaking elements (described in the following sections) with the AACAP area brand will help to establish a cohesive visual identity that unifies the visual quality along the Corridors and enforce a positive perception of the surrounding neighborhoods.

**RECOMMENDATIONS**

**Applies to: Artesia and Aviation**

**Timeframe:** Short Term / Midterm

**Relative Cost:** \$-\$\$ (depending on the strategy)

**Next Steps:**

- ▶ **Engage the Community.** Gather insight from local businesses, property owners, and residents about what attracted them to North Redondo in the first place as well as the specific values, challenges, and ideas for the future of business in the AACAP area.
- ▶ **Establish a Business Improvement District (BID).** As noted in Section 3.2.1, a BID would help to create and implement a marketing strategy.
- ▶ **Establish a brand.** Work with residents, businesses, and property owners (possibly through a BID) to:
  - Build a cohesive brand based on the results of the community engagement.
  - Develop a brand/marketing strategy to effectively communicate the brand to attract visitors, businesses, and investors to the AACAP area. Collaborate with the Chamber of Commerce and businesses within the AACAP area to develop the brand.



*A branding strategy should reflect the values of the community it reflects and should be incorporated into media and advertisements as well as placemaking elements in the built environment.*

## GATEWAYS

Gateways announce arrival points and serve as an introduction to the AACAP area. Along both Artesia and Aviation Corridors, there are opportunities to enhance existing gateways to establish a defined sense of arrival and departure that can be echoed throughout the Corridor by complementary placemaking elements (see Figure 3.1, *Activity Nodes and Placemaking Elements*, for possible gateway locations).

### Gateway Opportunities

#### *Eastern Artesia Corridor*

Most significantly, the eastern boundary of the Artesia Corridor is marked by the transit easement underpass, which could be incorporated into a gateway element through murals, mounted signage, or other appropriate elements.

#### *Western Artesia and Northern Aviation*

This dual gateway is at a wide intersection where the corner of Artesia and Aviation Corridors could be transformed with a low-profile monument announcing the arrival to the Corridors.

#### *Southern Aviation Corridor*

The southern boundary of the Aviation Corridor is at the driveway into a shopping center. The parking lot for the shopping center is elevated, exposing a support wall, which could be incorporated into a gateway element through murals, mounted signage, or other appropriate elements.

## RECOMMENDATIONS

### Applies to: Artesia and Aviation

**Timeframe:** Short Term / Midterm

**Relative Cost:** \$–\$\$

#### Next Steps:

- ▶ **Create a Signage Master Plan.** As part of a signage master plan, develop design concepts for gateways and monumentation. Work with designers, artists, and community groups to design gateway features

- ▶ **Coordinate with Property Owners.** Coordinate with owners of the properties identified as gateway locations.



*The eastern boundary of the Artesia Corridor passes under the transit easement, presenting an opportunity to create a memorable arrival experience.*



*This muraled underpass in Toronto reinforces the local identity with historical scenes.*

## Placemaking



The southern boundary of the Aviation Corridor is adjacent to a retaining wall that supports the parking deck for a shopping center at the Big Lots site and presents an opportunity to create a memorable arrival experience.



Source: Town of Granby

This mural in Granby, Colorado, reflects the local identity and builds a sense of excitement around a theme.

### FUN FACT

Philadelphia's Porch Light Program (which among other things, creates meaningful murals around the city) collaborated with the Yale School of Medicine to assess the program's impact on health outcomes for the neighborhoods where projects were implemented. After two years, researchers found a sustained increase in and improved perceptions of both the pedestrian environment and neighborhood safety.



The southeast corner of Artesia and Aviation Boulevards provides an opportunity to create a recognizable community gateway feature (enhanced landscaping, beautification, banners, etc.).



Low-profile signage and landscaping, such as the neighborhood marker used in the Los Angeles neighborhood of Jefferson Park, would be an appropriate scale for this intersection.



## BANNERS

Banners provide a relatively affordable means of reinforcing the community story at regular intervals along the Corridors. At one point, banner supports and banners were installed along Artesia Corridor, but due to a lack of funding and programmatic vision, the banners and supports were removed.

### RECOMMENDATIONS

**Applies to: Artesia and Aviation**

**Timeframe:** Midterm

**Relative Cost:** \$

**Next Steps:**

- ▶ **Banner Program.** Use the Riviera Village Banner Program as a template to establish a program that facilitates the installation, maintenance, and permitting of banners (possibly role of Chamber or BID) in the AACAP area.



*Banners can be used to reinforce community identity and to advertise events and civic occasions.*

## WAYFINDING

Thoughtfully designed signage can help visitors orient themselves and communicate a clear, welcoming neighborhood identity. Including walking distances to local attractions on signage may compel some visitors to walk through the AACAP area rather than drive, promoting foot traffic.

### RECOMMENDATIONS

**Applies to: Artesia and Aviation**

**Timeframe:** Short Term/Midterm/Long Term

**Relative Cost:** \$-\$\$\$

**Next Steps:**

- ▶ **Develop a Signage Master Plan.** As part of a signage master plan, establish a wayfinding master plan to govern all wayfinding signage within the AACAP area. Incorporate elements of the brand strategy, and collaborate with local businesses to ensure cohesive, thoughtful, and useful wayfinding elements are introduced.



*Wayfinding systems can help visitors navigate an area, find parking/bicycle stations, or locate places of interest or specific Activity Nodes; convey walking distances or times; and reinforce the community story and identity.*

## PUBLIC ART

Public art can increase community engagement and social cohesion. It can also be a powerful catalyst for improved mental and physical health within communities, and it can serve as another way to convey a clear community story. Redondo Beach has an existing public art program, administered by the Cultural Arts Division, that serves to aesthetically enhance the community through the creation, acquisition, and restoration of works of art that inspire residents and visitors and give them an opportunity to appreciate works of art.

## RECOMMENDATIONS

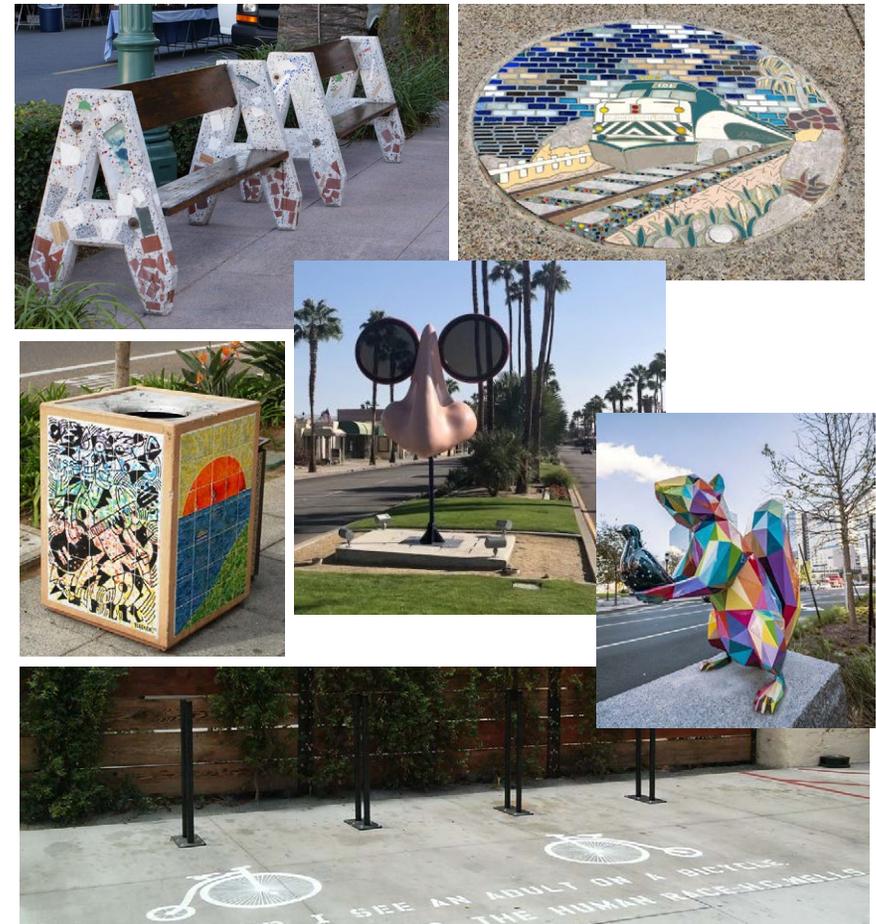
**Applies to:** Artesia and Aviation

**Timeframe:** Short Term/Midterm/Long Term

**Relative Cost:** \$-\$\$\$

**Next Steps:**

- ▶ **Cohesive Theme.** Develop a cohesive theme for new art generated by fees collected in the City’s Public Art Fund for public areas and private properties in the Artesia or Aviation Corridors (as part of the City’s art requirements in the Municipal Code).
- ▶ **Early involvement.** Engage artists early in the development of public projects and encourage private developers to involve artists from the outset of new significant projects.
- ▶ **Establish Partnerships.** Consider implementing the Public Art Master Plan through a combination of means including, but not limited to:
  - *Seek public partnerships.* Work with nonprofit art organizations to install public murals and other installations in public areas, medians, and on private property that is visible from the sidewalk.
  - *Develop Functional Art.* Based on the brand strategy, work with artists to develop functional art to be used throughout the AACAP area, including area-specific benches, garbage cans, bike racks, and creative crosswalks (for Activity Nodes).



Public Art can take many forms. Top Row: bench; ground mosaic. Second Row: garbage can, nose median sculpture, squirrel median sculpture. Third Row: Creative bike racks incorporate ground art. Bottom: wall mural.



## BUSINESS SIGNAGE

Signs can add interest to the sidewalk environment if they are appropriate to the area’s desired scale and character. The rhythm and spacing of signs along the Corridors can help achieve a human scale and create a more inviting and active sidewalk environment.

### Artesia Corridor

There is currently a wide variety of signage along the Artesia Corridor, including “wall signs” (flat signs mounted flush against or painted directly on the building), “projecting signs” (flat or three-dimensional signs attached to the building on a perpendicular bracket), “free-standing signs” (signs supported by a pole or base that is not attached to the building), “roof signs” (signs attached to the roof of a building by means of a projecting bracket), and “billboards” (large elevated signs used for advertisement). The variety of signage is shown in Figure 3.2.

The vast array of existing signage is not unified by any underlying themes, relative size, or consistent elements that could help to brand the Corridor. A more cohesive and strategic approach could turn what is now a missed opportunity into an element of the Corridor that reinforces the pedestrian environment, improves the aesthetic quality, and reinforces the sense of place and identity of the Corridor.

### Aviation Corridor

The existing signage along Aviation Corridor is generally less varied than the signage along Artesia Corridor, more subtle, and sets a more consistent tone. Though the area would benefit from a signage master plan, changes to the signage landscape along Artesia Corridor should be prioritized.

## RECOMMENDATIONS

**Applies to:** Artesia and Aviation

**Timeframe:** Short Term/Midterm

**Relative Cost:** \$–\$\$\$ (depends on incentives and sign design)

**Next Steps:**

- ▶ **Develop Signage Master Plan.** As part of a Signage Master Plan, develop specific signage standards to unify business signage for both the Artesia and Aviation Corridors.
  - ▶ **Use Signage to Engage the Streetscape.** Revise Municipal Code to allow A-frame street signs outside of the Clear Walking Path within Activity Nodes in the AACAP area.
  - ▶ **Billboards.** Determine the role billboards will play in the Corridors moving forward. Consider prohibiting billboards in Activity Nodes and/or AACAP area.
- Incentives.** After the development of the Signage Master Plan, provide incentives for existing businesses to replace existing signage that does not comply with the Master Signage Plan.



*Signage master plans often regulate the size of signage relative to the building size, the types of signs, the materials, and the number of signs or overall square footage of signage per building. These restrictions allow businesses the freedom to convey their brand. They also create a more unified streetscape and prevent one business from dominating the landscape with disproportionately large signage.*

Figure 3.2: Existing Signage Along the Artesia Corridor



Roof sign and painted wall sign



Pole sign for individual business



Combination of wall signage with external illumination and canopy signage



Newer wall signage



Billboard



Projecting sign



A variety of canopy signage, wall signs, and projecting signs



Fast-food pole sign



### 3.4 DESIGN GUIDELINES

This section contains both standards and guidelines. Standards, as indicated by the words “shall or must,” identify requirements. Guidelines, as indicated by the word “should,” describe additional requirements that the City asks architects and developers to satisfy. Guidelines must be addressed for all development projects—alternatives will be permitted only if a physical condition constrains implementation of the requirement and if the applicant demonstrates the intent of the design guideline is met. Conditions that are restricted are indicated by the word “prohibited.”

#### STREETSCAPE

Street design is an important aspect of placemaking. Pedestrian-realm improvements should reflect the community’s desire for more walkable sidewalks and bikeable streets. Streetscape amenities are an important detail that should be addressed during the site plan review process and provided by new development or when major public works projects are undertaken.

- *Clear Walking Path.* A minimum Clear Walking Path of 5 feet *shall* be maintained throughout the AACAP area. In Activity Nodes the minimum Clear Walking Path *shall* measure a minimum of 6 feet.
- *Amenity Zone.* When sidewalk widths exceed the minimum Clear Walking Path, an Amenity Zone *shall* be established along the sidewalk.
- *Streetscape Amenities.* The AACAP area *shall* include a unique “family of streetscape amenities” (complementary furnishings, bike racks, lighting, signage, banners, etc.) that are consistent with the AACAP area identity (see Section 3.3.3) and contribute to a sense of place.
- *Landscaping.* The AACAP area *shall* be planted with shade trees and drought-tolerant landscaping consistent with City standards and other applicable landscaping plans.
- *Street Trees.* For new street trees, species *shall* be selected from an approved City list and based on site location and orientation, scale of the proposed buildings, existing and proposed business signage, scale of the street, and adjacent public spaces.
- *Tree Wells.* If new street trees are planted, permeable tree wells (planted, decomposed granite, or similar) *should* be used wherever practical and are preferred over tree grates.
- *Enhanced Sidewalks.* Within Activity Nodes, enhanced paving *should* be used if it can be maintained by the City or private property owner.
- *Outdoor Uses.* Outdoor business uses, including outdoor dining (with appropriate permits) and outdoor retail displays (in pilot areas with appropriate permits), are encouraged within the public sidewalk, provided there is adequate space to maintain the Clear Walking Path, and on private property within the frontage area. Such uses are strongly encouraged within Activity Nodes. Deeper setbacks intended to accommodate such uses are strongly encouraged in Activity Nodes.
- *Wall / fence height.* A wall or fence enclosing a front or side setback area *shall* not to exceed 3 feet in height in Activity Nodes or 42 inches in height throughout the AACAP area and *shall* be low enough for safety and security purposes.

### SITE DESIGN

#### Access

New projects should be designed and existing spaces retrofitted (when possible) to encourage the consolidation of small private parking lots into larger shared parking areas, to promote walking and bicycling within the AACAP area, and to establish better pedestrian connections with the surrounding neighborhoods. Projects should also provide safe and reasonably convenient access for visitors who will arrive by car.

- ▶ *Vehicular Access.* Vehicular access to each site *must* be designed to minimize conflicts between pedestrians, cyclists, autos, and service vehicles. Sight lines, pedestrian walkways, and lighting are factors to consider in developing a site plan. Entrance and exit points *should* be well marked with streetscape and landscape features.
- ▶ *Curb Cuts.* The number of site access points for vehicles *should* be minimized and consolidated. Drives *should* be as narrow as possible to minimize interruptions of the sidewalk. Shared drives and shared parking *should* be used when possible to reduce pedestrian and vehicular conflicts. Driveways *should* be located as far from intersections as possible.
- ▶ *Cross Access Between Parking.* Private parking lots *should* include pedestrian cross access when feasible and safe.
- ▶ *Barriers.* Low headlight walls or landscaping used to screen parking and define property boundaries *should* provide breaks to allow pedestrian circulation and be low enough for safety and security purposes.
- ▶ *Pedestrian Pass-Through Routes.* When feasible and safe, full-block pedestrian pass-throughs *should* be required.
- ▶ *Parking Lots.* Parking lots *should* be screened from adjacent street views but *should* not be hidden from the view of passersby and police. Surface parking or structures *should* not dominate the site area adjacent to the street. Vehicular parking *should* be hidden from view

but well signed. Wherever possible, parking *should* be accommodated in larger shared lots rather than single-use lots.

- ▶ *Bicycle parking.* Accessible, secure, and well-signed bicycle parking *shall* be provided at convenient and visible locations throughout or adjacent to new development.
- ▶ *Lighting.* Parking lots, bicycle parking areas, and pedestrian pass-through routes *should* include lighting compatible with the streetscape lighting and/or building lighting to maintain a safe environment.

#### Building Placement and Orientation

Building placement and orientation to the sidewalk has a large impact on the pedestrian experience. Visually interesting buildings that are oriented to the street shape the area's character as well as the visitor's experience. Designing buildings that engage the sidewalk contributes to making the public street more inviting to pedestrians.

- ▶ *Pedestrian Scale.* Developments *should* make public frontages interesting and comfortable for a pedestrian walking alongside them.
- ▶ *Engage the Sidewalk.* Buildings *shall* have a strong presence and encourage activity along the street frontage. Buildings *shall* face the street and provide entrances from the sidewalk.
- ▶ *Setbacks.* Designs that incorporate front setbacks in order to accommodate programming that contributes to or activates the public realm are encouraged. Parking in setbacks *should* be avoided.
- ▶ *Lighting.* Exterior lighting *should* be designed and located in such a way that it does not project off-site or onto adjacent uses. This is especially critical with neighboring residential uses.

## STOREFRONT DESIGN

### Façade Articulation

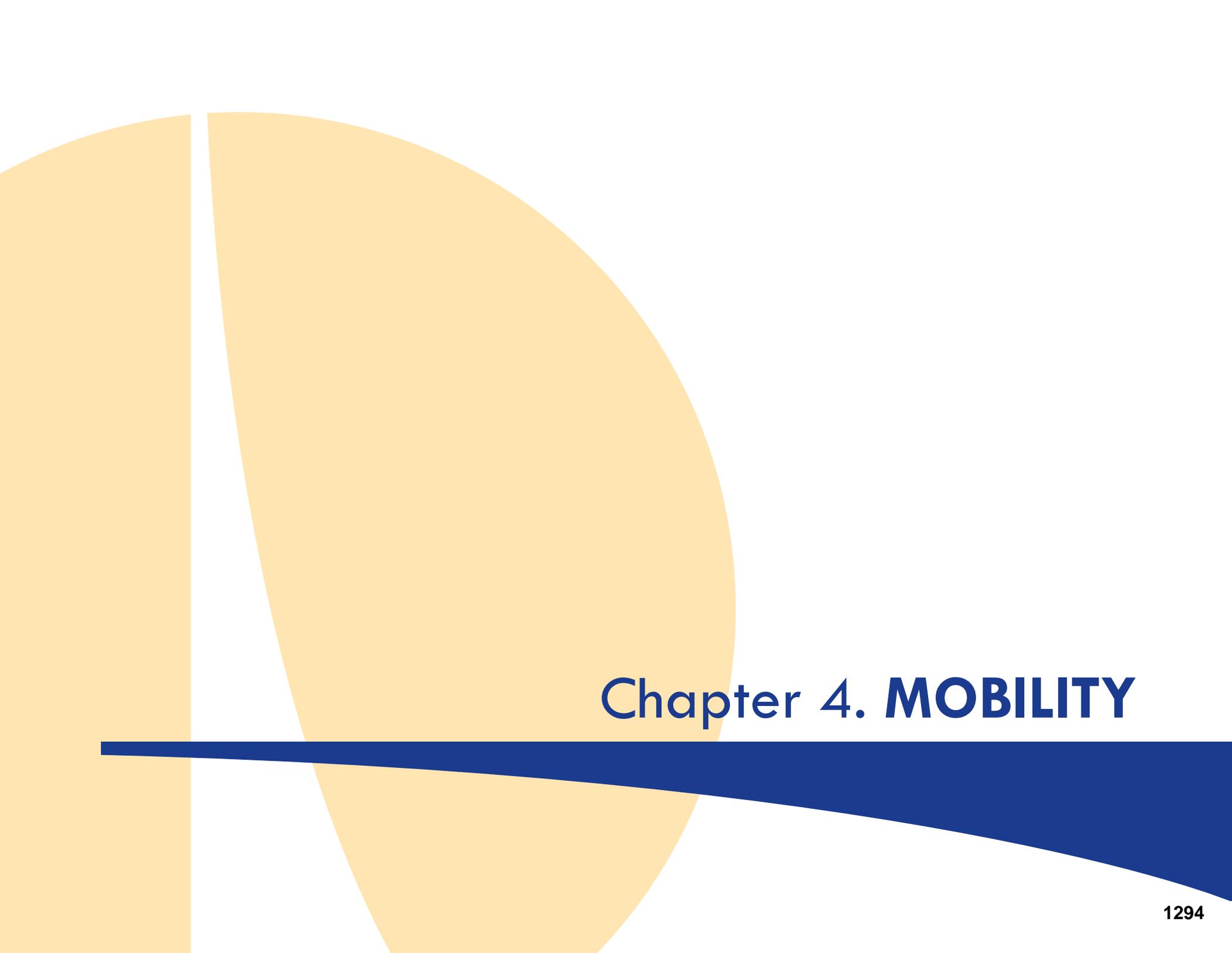
- ▶ *Detailed Façade Elements.* Exterior building walls fronting the Artesia or Aviation Corridors *shall* have variation, recesses, and offsets in the surface, especially at entries and important gateways.
  - Long building walls *shall* be attractive and visually interesting by applying changes in surface materials, colors, massing, fenestration, storefronts, public art, or other well-composed architectural elements.
  - Pilasters or breaks in the wall plane *shall* be allowed where appropriate.
- ▶ *Restrict Blank Walls.* All large expanses of walls that face a public street *should* be broken up by change in plane, color, materials, murals, trellises, or vines and espaliers to add texture and create visual interest.
- ▶ *Corners and Gateways.* Buildings *should* have a major presence at important corners or gateway locations. These buildings *should* front the sidewalk with parking to the side, rear, or in an adjacent/nearby shared lot.
- ▶ *Multistory Buildings.* The ground floor *should* be differentiated from the floor above with treatments such as a change in material and/or color, moldings, or built planters. More detail and higher quality materials *should* be used on the ground floor.
- ▶ *Entrances.* Building entries *should* be oriented toward the street and clearly defined. Entrances and windows, and not vehicular access points, *should* be the dominant elements on the public street façades.
- ▶ *Lighting.* Illumination *should* be used to highlight main building entrances and add interest to the building façade. Accent lighting to offset architectural elements (such as distinctive building rooftops) is encouraged.
- ▶ *Encourage Buildings That Engage the Sidewalk.*
  - Building designs that open to the sidewalk with large windows or roll-up doors are encouraged.
  - Sit-down and bar-style dining within the sidewalk and frontage area is encouraged with appropriate permits and adequate space to maintain the Clear Walking Path.
  - Walk-up windows for food service that front the sidewalk are encouraged provided there is adequate space to maintain the Clear Walking Path and accommodate the standing queue of waiting patrons.
- ▶ *Materials.* Buildings *shall* use durable, high-quality materials to develop long-lasting structures that can be adaptively reused over time. Natural stone, precast concrete, and factory-finished metal panels (heavy-gauge only, in corrugated or flat sections, low reflectivity) are preferred.

### Transparency

- ▶ *Transparency.* Buildings *should* have a variety of solid and nontransparent or treated transparent glass surfaces. Ground-floor storefronts should be partially transparent (e.g., incorporate doors, windows, and display areas) to encourage pedestrian activity. Long stretches of solid glass without any articulation *should* be avoided.
- ▶ *Alternatives.* Where interior uses do not require windows, it is encouraged to use murals, trellises, or vines and espaliers instead of glazing to break up large expanses of walls at the rear or sides of buildings.
- ▶ *Lighting.* Internal and external storefront lighting *should* be designed for ground-floor retail and restaurant spaces to augment the pedestrian space and encourage window shopping even when stores are closed.
- ▶ *Security Gates.* Within Activity Nodes, security gates *should* allow for visibility into the storefront even when closed. The gates should be placed behind the glass line to enhance the pedestrian experience when commercial establishments are closed.

### Canopies, Awnings, and Shading Devices

- ▶ *Design, Proportion, Maintenance.* Awnings, canopies, and shading devices are encouraged but *must* be well designed, proportioned, and maintained so they do not adversely impact the sidewalk environment. The materials, shape, rigidity, reflectance, color, lighting, and signage *should* relate to the architectural design of the building.
- ▶ *Dimension and Clearance.* The minimum vertical clearance between the ground or street level and the encroachment *should* be 8 feet. Horizontal dimensions *should* relate to the bays of the building façade. The awning or canopy may encroach over the public sidewalk or pedestrian pathway, provided at least 2 feet of clearance is maintained from the street curb line.
- ▶ *Ground Support.* Any devices that would require ground support within the public right-of-way are prohibited.



# Chapter 4. **MOBILITY**





## 4.1 MOBILITY OVERVIEW

The Artesia and Aviation Corridors serve the dual purposes of acting as the primary roadway arterials carrying high volumes of traffic, and as the principal location for neighborhood-serving commercial businesses in North Redondo Beach. As detailed in Chapter 2, many factors have converged to create an area that continues to function in its role in the roadway network but is no longer serving the residents of North Redondo as the “Main Street” of the community.

Building on the work of prior revitalization efforts (see Section 2.4), parking and development feasibility were identified as two of the biggest challenges preventing revitalization efforts from moving forward, so additional studies of the AACAP area (see Section 2.3) were conducted to identify specific opportunities and constraints related to each challenge (see Section 2.5). These were combined with the recommendations of related efforts to develop the AACAP strategies. Many of the opportunities and recommendations were related to mobility, such as parking, ride share, active modes of transportation, and closing portions of public streets to create new public spaces. To address these items, mobility objectives (see Section 4.4) and strategies (see Section 4.5) are detailed in this chapter.

### Understanding Parking

One of the questions that arose from related planning efforts was how much parking was available within the corridors. Because of small lots and scattered businesses, there is a perception that some portions of the corridors would benefit from additional parking. The parking study (Appendix A) identified a total of 2,877 parking spaces, of which 688 are on-street, public spaces, and 2,189 are private, off-street spaces, most of which are currently underutilized.

The challenge identified, however, was in the inefficient utilization of parking. Private ownership of off-street lots and the absence of public off-street lots resulted in very inefficient parking utilization—the majority of the parking within the AACAP area is reserved for patrons and employees of specific businesses.

### GPAC Recommendations

In addition to the parking analysis, the GPAC identified some key measures that would work with other strategies to transform the AACAP area—investigating the possibility of adding a bike lane to Artesia Boulevard, enhancing the physical connections to the adjacent community, exploring alternative street sections, and identifying opportunities to create temporary or permanent gathering spaces along the corridor. Strategies related to these measures are described in this chapter.

### New Public Spaces

Establishing additional public spaces in North Redondo is challenging because of the limited supply of vacant and/or publicly held land, but it remains a priority for the community, so creative solutions are necessary. The suggestion to create new public space by closing a segment of a public street to establish a “streetlet” was submitted by a community member through an online survey for the General Plan Update.

The streetlet idea was discussed and endorsed by the GPAC, and the feasibility was analyzed by a cross-disciplinary group of City staff members from different departments. City staff analyzed every intersection in the AACAP area for streetlet potential based on criteria that included:

- ▶ Topography (was the street too steep for a streetlet?)
- ▶ Existing driveway access (would closing the street cut off access to private property?)
- ▶ Transit (would closing the street impact an existing bus line?)
- ▶ Approved development projects (would closing the street restrict access to an approved project?)
- ▶ Activity Nodes (would the location of the streetlets help to activate an identified Activity Node?)

Ultimately, City staff identified two locations to establish streetlets: MacKay Lane and Green Lane. See further discussion in Section 4.5.2.

## 4.2 EXISTING CONDITIONS

### PASS-THROUGH DRIVERS

Artesia Boulevard serves as a major arterial within the AACAP area, connecting the Beach Cities and PCH to I-405 and the larger regional roadway network. As a primary connection between the Beach Cities and nearby freeways, average daily traffic counts along Artesia Boulevard range between 33,000 and 36,000 vehicles per day, and speed limits are set at 35 mph.

The portion of Aviation Boulevard within the AACAP area is also designated as a major arterial, connecting local roadways to PCH, Artesia, and other arterials that eventually connect to the larger regional roadway network. Average daily traffic counts range between 32,000 and 37,000 vehicles per day and speed limits are set at 35 mph.

To preserve the critical role that the Artesia and Aviation Corridors play in the local roadway network, the number of travel lanes and the speed limit must be maintained. There are, however, opportunities to introduce measures to ensure that the corridors support both their respective aspirations for the neighborhoods of North Redondo and continue to function as part of the local roadway network.

### BIKE AND PEDESTRIAN ACCESS FROM NEIGHBORHOODS

The AACAP area is connected by a consistent street and sidewalk network. Residential neighborhoods are served by a mix of one-way and traditional streets averaging 28 feet wide. Sidewalks in the residential areas are approximately 4 feet wide at their narrowest, but generally meet the 5-foot minimum standard.

Although the residential streets meet the 24-foot minimum, little room is left for cyclists between the parked cars and two lanes of traffic. Combined with driving speeds that can easily exceed the posted limit of 25 mph on the residential streets surrounding the AACAP area, the narrow roads can deter cyclists from riding or may encourage them to ride on the sidewalk without additional roadway protections such as a dedicated bike lane. This in turn poses a hazard to pedestrians because the sidewalks are too narrow to allow a bike to pass safely.

These factors contribute to an unpleasant roadway environment and can discourage walking and cycling activity. Access from neighborhoods to commercial uses along Aviation and Artesia is generally abundant due to the grid-pattern block structure of adjacent neighborhoods. The longest distance between crosswalks along both Artesia and Aviation is a quarter mile. Each residential cross-street intersects the corridors within 800 feet from a crosswalk. Figure 4.1, *Block Length*, illustrates the average block size and typical distance between crosswalks.

Figure 4.1 Block Length



Example of average block lengths (600 feet) and maximum distance between crosswalks (1/4 mile).

**BIKE AND PEDESTRIAN ACCESS ON THE CORRIDORS**

Cyclists and pedestrians often compete for sidewalk space along the Artesia and Aviation Corridors. Without designated bike lanes on either arterial roadway, many cyclists ride on the sidewalks instead, which creates conflicts and safety issues when the sidewalks are highly trafficked.

Variations in topography around the Aviation Corridor and adjacent residential neighborhoods add to the challenges of walking and biking in the area. The Aviation Corridor slopes up from Pacific Coast Highway to Prospect Avenue and then down to Artesia Boulevard, challenging cyclists to navigate hilly terrain along a busy roadway.

**PARKING**

As detailed in Appendix A and outlined in Section 2.3.2, parking along the Artesia and Aviation Corridors primarily serves the commercial uses that occupy almost 80 percent of the AACAP area. Currently, the 688 on-street parking spots and 2,189 private off-street parking spots are capable of meeting demand at peak hours with a considerable amount of cushion. Although some blocks and off-street lots are more impacted than others, the average excess capacity suggests that future growth can be accommodated without the need for more parking. Furthermore, transitioning to shared off-street lots (public or private) can help distribute demand more efficiently.

**TRANSIT**

The AACAP area is currently served by three bus lines operated by Beach Cities Transit, Torrance Transit, and LA Metro. The lines generally run at 25- to 30-minute headways during weekday peak hours and at 40- to 60-minute intervals on weekends. Stops are generally placed at two block intervals within the Artesia Corridor, but many more are located just beyond the AACAP area boundary.

**OTHER ACTIVE TRANSPORTATION**

The City has limited infrastructure to serve other active modes of transport (scooters, skateboards, etc.) in the corridors and citywide. Cities allowing personal electric scooters generally allow them on any street with a speed limit of 25 miles per hour or less and allow scooters to operate within bike lanes on streets with higher speed limits. The rules for nonmotorized scooters, skateboards, and rollerblades are less consistent, but these modes of transportation are generally allowed anywhere bicycles are permitted. This would allow personal nonmotorized scooters on all the residential streets around the AACAP area, but a new bike lane would need to be constructed along the Artesia and Aviation Corridors before electric scooter traffic could be accommodated. Improvements to the bicycle infrastructure in the AACAP area will generally improve access for other modes of active transportation.



*Personal scooters along sidewalk.*

## 4.3 RELATIONSHIP TO OTHER PLANS

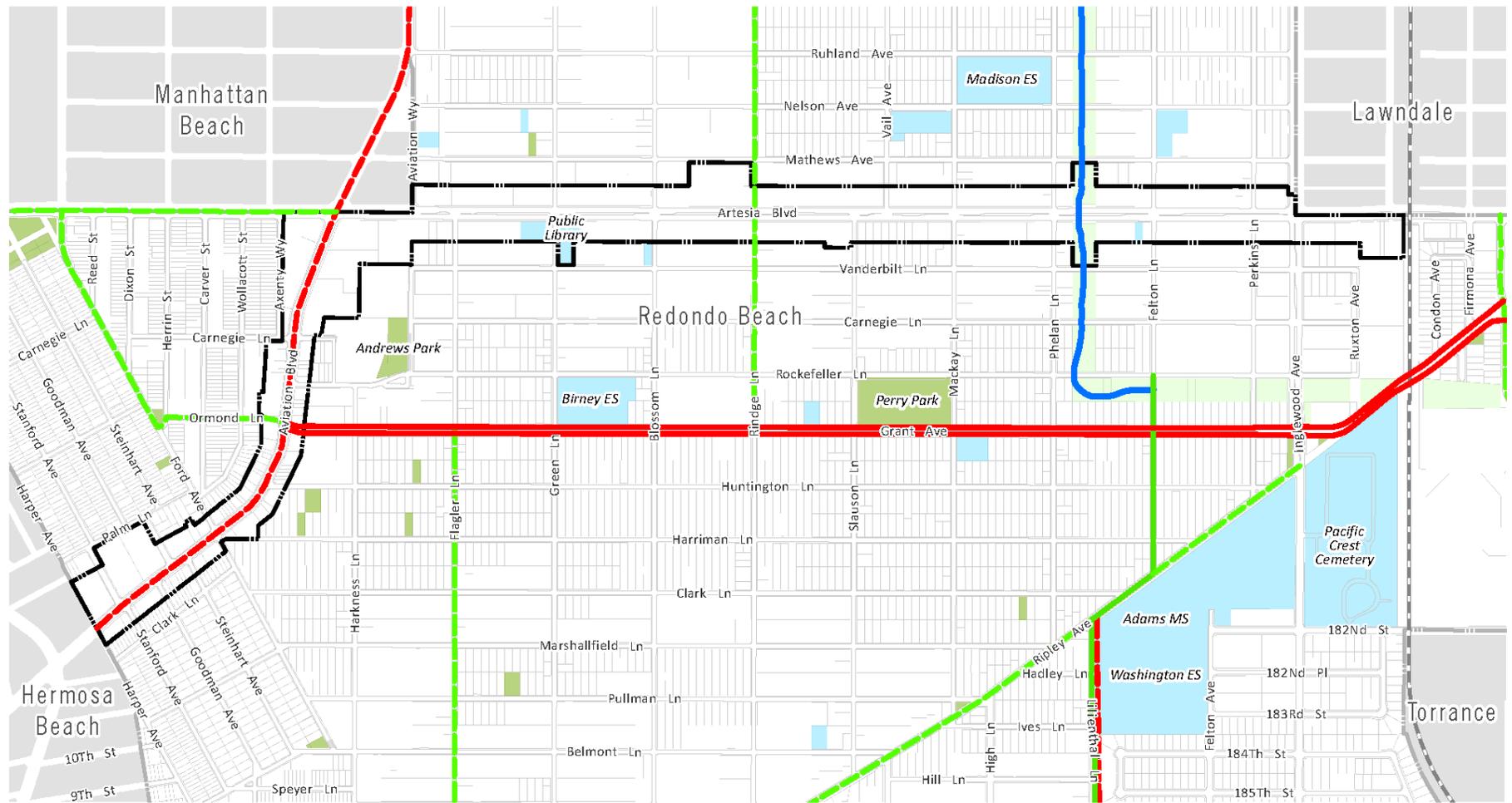
### 4.3.1 GENERAL PLAN CIRCULATION ELEMENT

The Redondo Beach General Plan includes a Circulation Element that was last updated in 2009. The Circulation Element is the City's primary guiding document for planning and implementing mobility and access improvements throughout the City. The specific guidance found in the Circulation Element for the Artesia and Aviation Corridors is incorporated into this document.



*The Redondo Beach pier is a popular biking destination for residents and visitors. A goal of the AACAP is to create a similar destination in North Redondo.*

Figure 4.2 General Plan Circulation Element (2009)



Date: 8/6/2019 Source: City of Redondo Beach



- |  |  |   |
|--|--|---|
|  AACAP Boundary |  Class I-Bike Path          |  Class II-Proposed Bike Lane   |
|  City Boundary  |  Class I-Proposed Bike Path |  Class III-Bike Route          |
|  Railway        |  Class II-Bike Lane         |  Class III-Proposed Bike Route |

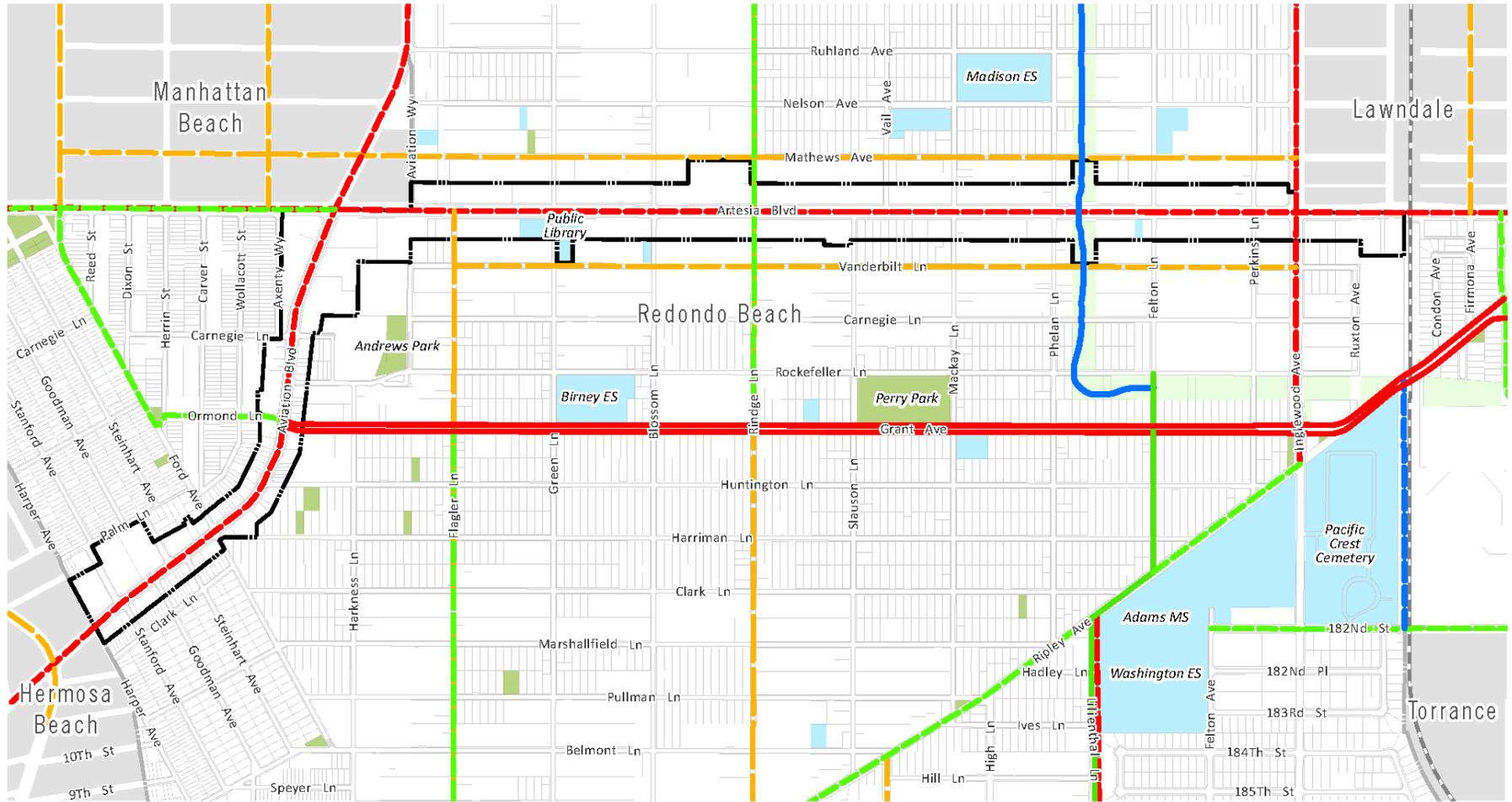
### 4.3.2 SOUTH BAY BICYCLE MASTER PLAN

The South Bay Bicycle Master Plan (Figure 4.3) documents the Los Angeles County Bicycle Coalition’s and the South Bay Bicycle Coalition’s vision for improving the bicycle experience throughout the South Bay region. This plan was created in 2011, and various South Bay cities have adopted all or portions of the Bicycle Master Plan within their respective city-level planning documents since its creation.

The Redondo Beach General Plan Circulation Element was last updated prior to the creation of the Bicycle Master Plan. Although this document references some of the Bicycle Master Plan’s recommendations for the Artesia-Aviation Corridor, the incorporation of any part of the Bicycle Master Plan into the Circulation Element will require public outreach and detailed analysis of the feasibility of any specific recommendation. To initiate those discussions, the AACAP explored possibilities to implement the proposed bike lanes along the Artesia Corridor. Artist renderings / street sections of the potential solutions considered during the AACAP are included in Figures 4.5 and 4.6. These sections represent potential configurations, but additional analysis and design, as well as updates to City policy, planning documents, and City standards, would be necessary before implementation.

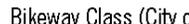
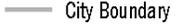
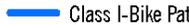
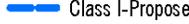
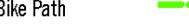
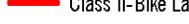


Figure 4.3 South Bay Bicycle Master Plan



Date: 7/29/2019 Source: City of Redondo Beach



- |  |   |   |
|--|---|---|
|  AACAP Boundary |  Bikeway Class (City of Redondo Beach) |  Class II-Proposed Bike Lane   |
|  City Boundary  |  Class I-Bike Path                     |  Class III-Bike Route          |
|  Railway        |  Class I-Proposed Bike Path            |  Class III-Proposed Bike Route |
|  |  Class II-Bike Lane                    |  Proposed Bike Friendly Street |

## 4.4 AACAP MOBILITY OBJECTIVES

The Corridors are envisioned as places with enhanced neighborhood connectivity, safe opportunities for active transportation (walking, biking and scooter riding), and attractive streetscapes. The long-term vision of a transformed, revitalized AACAP area is only achievable through consistent incremental improvements. Part of this revitalization will be realized by changing the way residents and visitors access the corridor. Converting travel behavior takes time and intentional effort. This document describes implementable actions within short-term, midterm, and long-term time frames.

### SHORT TERM: IMPROVING SPACE EFFICIENCY

As the parking study of existing conditions found in Appendix A concludes, there are many underutilized off-street and on-street parking areas within the AACAP area, even during peak demand periods. A good first step for the Corridors is to leverage the opportunities that already exist. This may be in the form of reducing parking requirements, facilitating shared parking solutions, or replacing vehicle parking with bicycle parking. These tactics help create more room for livable and walkable spaces within the corridor.

### MIDTERM: ENHANCING WALKING AND BIKING ACCESS

More residents and visitors will choose walking, biking, and scooter riding to access and travel through the corridor when safer, more convenient facilities exist. The AACAP recommends the City designate bike boulevards for low-speed, low-stress bicycle and scooter access to the corridor. The removal of some driveway access points and installation of traffic-calming measures near crosswalks will also enhance the walking environment. With enhanced facilities installed, the City can encourage residents and visitors to change the way they access and enjoy the Corridors.

### LONG TERM: TRANSFORMED AND REVITALIZED CORRIDORS

The fully transformed and revitalized Corridors will require many safe, reliable options for access and mobility. The City can install metered parking on high demand blocks to ensure available parking and provide funding for other improvements. Public shared parking lots - the park-once approach – can reduce overall parking needs and promote the use of active transportation, particularly walking, bicycling, and scooter riding. Enhanced transit service can better link the Corridors with the revitalizing South Bay Galleria shopping center and adjacent future regional light rail station.



*A goal of the Artesia and Aviation Corridors is to convert people’s traditionally auto-oriented habits to those that prioritize active modes of travel, such as walking and biking.*

## 4.5 CORRIDOR DESCRIPTIONS AND STRATEGIES

### The Artesia Corridor

The Artesia Corridor is an east-west major arterial, designated as both a truck route and bus route. Artesia serves as a commercial corridor for the North Redondo Beach area. The Corridor was recently enhanced with pedestrian-focused and general improvements, including a landscaped median and curb extensions with landscaping and sidewalk-facing benches. Opportunities exist to further improve mobility and access to the Corridor for all road users, including drivers, bicyclists, scooter riders, and pedestrians.

### The Aviation Corridor

The Aviation Corridor is a north-south major arterial, designated as a truck route. The Corridor is primarily designed for efficient vehicle throughput. Opportunities exist to improve mobility and access to the Corridor for all road users, at a smaller scale than on Artesia.



### 4.5.1 THE DRIVING AND PARKING EXPERIENCE

#### SHARED OFF-STREET PARKING / REDUCING MINIMUM PARKING REQUIREMENTS

**Applies to:** Artesia and Aviation

**Time Frame:** Short Term/Midterm

**Relative Cost:** \$

**Next Steps:**

- ▶ Conduct a comprehensive parking study to identify opportunities for shared parking and adjust parking requirements including provisions for establishing shared parking and reduced on-site parking standards.
- ▶ Outreach to residents and parcel owners.

The Redondo Beach Municipal Code requires each parcel to provide a minimum amount of off-street parking to accommodate peak on-site demand given the parcel’s land uses. Opportunities exist along the Artesia and Aviation Corridors to leverage the efficiencies of shared parking among adjoining parcels. For example, a coffee shop and a sit-down restaurant can share a significant amount of parking since peak parking demand for a coffee shop is typically in the morning, and peak parking demand for a sit-down restaurant is typically in the evening. Similarly, office and residential uses typically have peak parking demand at different times of day.

Also, the minimum parking requirements in the code may not reflect current and potential future trends in parking demand, which have generally decreased in recent years. The City can use the findings of the existing conditions parking study (see Appendix A) to validate a reduction in minimum parking requirements throughout the AACAP area. For each land use, the City can determine a new parking requirement per unit of an independent variable (most commonly, increments of 1,000 square feet, or KSF). Depending on the reduction goals the City wishes to achieve, the new parking requirement can be set based on the highest observed parking demand rate for each land use (less reduction) or the

average rate of all parcels containing each land use (more reduction). For parcels with multiple land uses, the percentage of demand for each land use can be determined by referencing industry standards such as the Institute of Transportation Engineers’ *Parking Generation* or the Urban Land Institute’s *Shared Parking*.

Facilitating shared parking and reducing parking requirements along the corridor allows for a greater variety of attractive land use designs and can improve the walking environment by reducing inactive street frontage, hardscape, and driveway access points.

#### “PARK ONCE” PUBLIC PARKING GARAGES / REMOVING ON-STREET PARKING

**Applies to:** Artesia and Aviation

**Time Frame:** Midterm/Long Term

**Relative Cost:** \$\$/\$\$\$

**Next Steps:**

- ▶ Conduct a comprehensive parking study to identify opportunities to establish public parking lots and garages, remove on-street parking, and adjust parking requirements.
- ▶ Outreach to residents and parcel owners.
- ▶ Develop a long-term parking strategy including parking demand management strategies, autonomous vehicle “holding” areas, and considerations of other future technology.

Through the acquisition of privately owned parcels or the redevelopment of publicly owned parcels along the Artesia and Aviation Corridors, the City can construct public, off-street parking garages. Accommodating parking demand for multiple nearby parcels using a public parking garage is known as the “park once” approach. Instead of drivers parking and re-parking multiple times for each land use they visit, the public garage allows them to park once and access several nearby land uses by foot, bike, or scooter. Public garages can serve activities within a reasonable walking distance, typically one-quarter mile. This approach is

similar in operation to an outdoor shopping mall and should focus on the Corridors’ Activity Nodes.

The minimum dimensions for a parking structure—with two-way driveway aisles and considering ramp slope requirements—is typically approximately 135 feet long by 120 feet deep (about 50 vehicles per level). Longer structures are preferred to optimize space and cost efficiency. The typical lot depth along the Artesia Corridor can accommodate the 120-foot minimum structure depth but not the 135-foot minimum structure length. Lot depths along the Aviation Corridor, on the other hand, are generally narrower than the 120 minimum depth. Therefore, parking structures along the Artesia Corridor will most likely need to be oriented east-west lengthwise and potentially occupy several adjacent parcels fronting Artesia. Because very few lots within the Aviation Corridor have sufficient depth to accommodate a parking structure, and because the identified Activity Nodes both fall within the Artesia Corridor, the development of such a structure should be prioritized within the Artesia Corridor.

The introduction of public parking garages will become more relevant as parcels redevelop and provide less on-site parking. See Section 5.1.1 for additional information on how to fund the construction and operation of these facilities.

Public parking garages can also accommodate parking demand from the potential removal of on-street parking spaces along the Corridors. If the on-street parking lanes along Artesia were removed, the corridor could accommodate wider sidewalks and protected bikeways (see Section 4.5.3 and Figure 4.6 for more details). These improvements would greatly enhance the walking and bicycling experience in the AACAP area, which further facilitates the attractiveness and functionality of the park-once approach.



*Introducing low-profile parking structures is a long-term solution to meeting parking demand while reducing on-site parking requirements and improving the pedestrian experience within the AACAP area.*

### PICK-UP/DROP-OFF ZONES (FOR TRANSPORTATION NETWORK COMPANIES AND AUTONOMOUS VEHICLES)

**Applies to:** Artesia and Aviation

**Time Frame:** Long Term

**Relative Cost:** \$

**Next Steps:**

- ▶ Curb-space management study to identify opportunities for pickup and drop-off zones.
- ▶ Outreach to residents and parcel owners.

As the AACAP area revitalizes, demand for curb space near high-activity centers, like Activity Nodes, will increase. The City can study the use of flexible-use zones along the curb which can serve both transportation network company pick-ups/drop-offs and freight deliveries. Since the addition of flexible-use zones will likely require the removal of some on-street parking spaces, the City can study and implement a prioritization plan for the Corridors to assess the most efficient uses for limited curb space, with a particular focus on serving the Corridors' Activity Nodes. One general prioritization strategy involves trading proximity for time. Curb space closest to high-activity centers can be reserved for the shortest-term parking—pick-ups and drop-offs—while spaces slightly farther away can be reserved for longer-term parking needs.

#### TRANSPORTATION NETWORK COMPANIES:

App-based ride-hailing services like Uber and Lyft



*Companies such as Uber and Lyft provide a popular alternative to owning, insuring, maintaining, and driving a personal vehicle.*

## 4.5.2 THE WALKING EXPERIENCE

### DRIVEWAY ACCESS POINTS

In many segments along the Artesia and Aviation Corridors, frequent driveway access points interrupt the walking environment. The City may seek strategic opportunities to close select driveway access points to create a more safe and seamless pedestrian experience. Opportunities may exist to leverage shared parking and access for adjoining parcels or, where applicable, to rout all driveway access to side streets only. Driveway closures should be considered carefully to avoid overloading side streets with additional traffic. If curb cuts for cars are not limited in any way, they will continue to disrupt the continuity of the pedestrian path.

Limiting the maximum width allowed for a curb cut can minimize disruption to pedestrian circulation. Widening the minimum space required between two curb cuts can help maintain streetscape and tree planting continuity, increase front yard planting, preserve on-street parking, and foster more active building frontages.

### RECOMMENDATIONS

**Applies to:** Artesia and Aviation

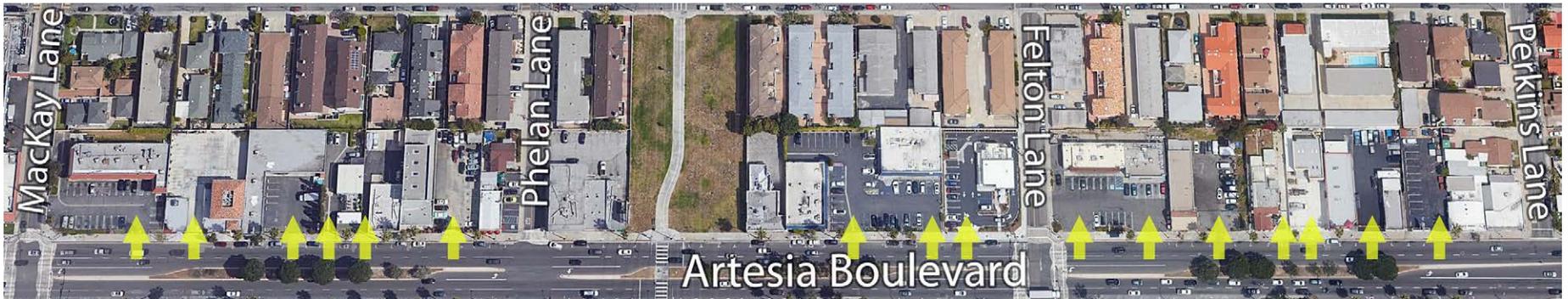
**Time Frame:** Midterm/Long Term

**Relative Cost:** \$

**Next Steps:**

- ▶ **Local Access Study.** Consider local access traffic studies to assess the impact of driveway closures.
- ▶ **Drive-thrus.** Evaluate an approach to drive-thrus in the Corridors (considerations: potentially minimize, strategically locate, or prohibit them in areas such as activity nodes).
- ▶ **Update Development Standards** Update Municipal Code to incorporate regulations for curb cuts within the AACAP area, including:
  - *Maximum Width.* Establish maximum width dimensions for curb cuts.
  - *Minimum Distance.* Establish minimum distances between curb cuts for new development.
- ▶ **Design Guidelines.** Implement the design guidelines (see Section 3.4) that relate to curb cut frequency, width, and distance from intersections.

The three-block stretch (1,890 linear feet) of Artesia Boulevard between MacKay and Perkins Lanes has 16 curb cuts (see yellow arrows), an average of a curb cut every 120 feet. This is similar to curb-cut conditions throughout the Artesia Corridor.



- ▶ **Incentives.** Identify and provide incentives to encourage property owners to consolidate driveways (e.g., include in the Storefront Improvement Program, establish a new program).

### MIDBLOCK CROSSWALKS/ENHANCING EXISTING CROSSWALKS

If people don't feel safe walking along the Artesia and Aviation Corridors, they are less likely to walk. Street lighting and adequate protection from vehicles when crossing the street are two elements that affect the safety of the walking environment in the AACAP area.

Safe pedestrian crossings should be visible and frequent. Crosswalk spacing of more than a couple blocks or a quarter mile apart is inconvenient for pedestrians. People waiting to cross the street should be easily visible to drivers, and the crossing should be as short as possible, since shorter crossing distances minimize the time that a pedestrian is in potential conflict with cars.

#### Enhanced Crosswalk Striping

Major crossings striped as wide or wider than the connecting walkway induce vehicles to yield, and high-visibility artistic, ladder, zebra, or continental crosswalk

markings (see images of continental and artistic crosswalks on the next page) would help ensure the safety of pedestrians in the Artesia and Aviation Corridor. In the Activity Nodes, the City can consider incorporating a crosswalk design that reflects the Corridor's theming and complements other placemaking and identity elements.

#### Artesia Corridor

All signalized intersections along the Artesia Corridor have crosswalks, but on some segments along the Corridor crosswalks are spaced a quarter mile or more apart—e.g., between Green Lane and Rindge Lane. A crosswalk warrant study can identify potential sites for midblock crosswalks to close these gaps in the pedestrian network. Crosswalks at unsignalized, midblock locations may require safety infrastructure to alert drivers to crossing pedestrians, such as push-button-activated flashing yellow beacons, overhead lighting, pedestrian-crossing warning signs, and painted “shark teeth” on the roadway (see image of “shark teeth” on the next page). Assessing the Corridor for midblock crosswalks is also a good opportunity to identify potential enhancements to existing crosswalks. High-visibility crosswalks with continental striping (see image below) and overhead lighting are important safety improvements for all crosswalks on the Corridor.



*Bulb-outs at crosswalks with high-visibility continental striping improve pedestrian safety by limiting exposure to vehicles.*

Curb extensions, or bulb-outs, exist throughout Artesia Boulevard, but are primarily located midblock and never in conjunction with a crosswalk. Curb extensions with crosswalks would reduce pedestrians’ overall crossing distance and improve the perceived and actual safety. Priority for implementation should be in any high-risk intersections and Activity Nodes.

**Aviation Corridor**

Like the Artesia Corridor, all signalized intersections along the Aviation Corridor have crosswalks, but in some segments along the Corridor, crosswalks are spaced more than a quarter mile apart—e.g., between Artesia and Grant Avenue, between Grant and Ford Avenue, and between Ford and Prospect Avenue. Enhanced crossing opportunities along the Aviation Corridor would improve its connection to nearby residents. Although curb extensions are more appropriate to the scale and role of the Artesia Corridor, the Aviation Corridor may have limited opportunities for bulb-outs, especially in conjunction with a midblock crossing.

Improved striping and the introduction of midblock crossings would improve the perceived and actual safety of the pedestrian network along the Aviation Corridor.

**RECOMMENDATIONS**

**Applies to: Artesia and Aviation**

**Timeframe:** Midterm

**Relative Cost:** \$–\$\$ (depending on level of safety infrastructure)

**Next Steps:**

- ▶ Crosswalk warrant study
- ▶ Outreach to residents, businesses, and parcel owners
- ▶ Installation of overhead street lighting at crosswalks (existing or proposed) to improve pedestrian safety and visibility



*Top: example of continental crosswalk markings with “shark teeth”; Bottom: example of artistic crosswalk*



### STREETLETS

**Applies to:** Artesia

**Timeframe:** Midterm/Long Term

**Relative Cost:** \$\$–\$\$\$

**Next Steps:**

- ▶ Local access traffic study
- ▶ Outreach to residents and parcel owners

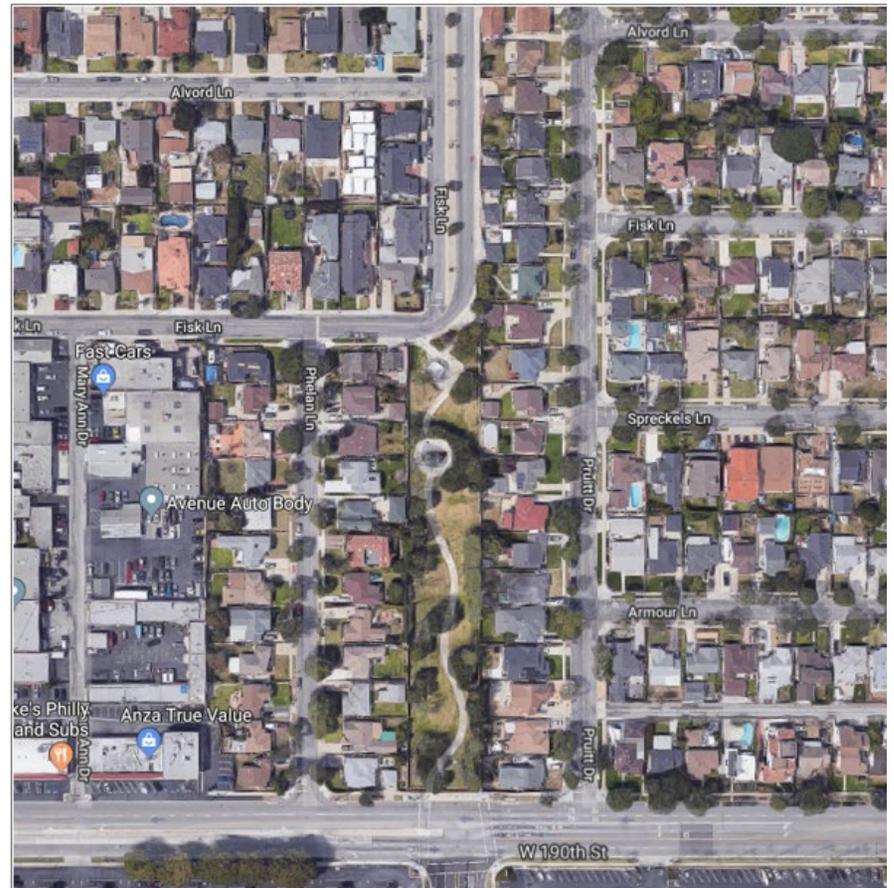
After City review of the Aviation and Artesia Corridors to determine which areas would be able to accommodate a streetlet, two opportunities appear to be most viable in the Artesia Corridor—one closing the southern leg of the Artesia/Green intersection and one closing the northern leg of the Artesia/Mackay intersection. Though streetlets may significantly enhance the walking and biking environment along the Corridor, there are some key vehicle access issues to consider when designing them.

Some parcels along Green Lane between Artesia and Vanderbilt only have driveway access facing Green, and some along Mackay Lane between Artesia and Mathews only have driveway access facing Mackay. Therefore, it is not likely feasible to use these entire blocks as streetlets. Also, auxiliary access to these blocks may be necessary for adequate emergency response times. Corner parcels adjacent to the potential streetlet locations with driveway access onto both cross-streets might serve as emergency access routes. Like closing driveway access points, the implementation of streetlets should carefully consider the potential for spillover traffic and diversion of vehicles onto other side streets. The images on the next page show the recommended maximum street depths for these two potential streetlets.

The following pages show streetlet conversions in Los Angeles and Vancouver, British Columbia. The benefit of streetlets is that they can be phased in, beginning with a temporary installation of movable features that could be permanently affixed if there is interest and use by the community. The City already has an example of the streetlet conversion at Lilenthal Park, so this is a concept that has proven to be implementable in Redondo Beach.

### STREETLET:

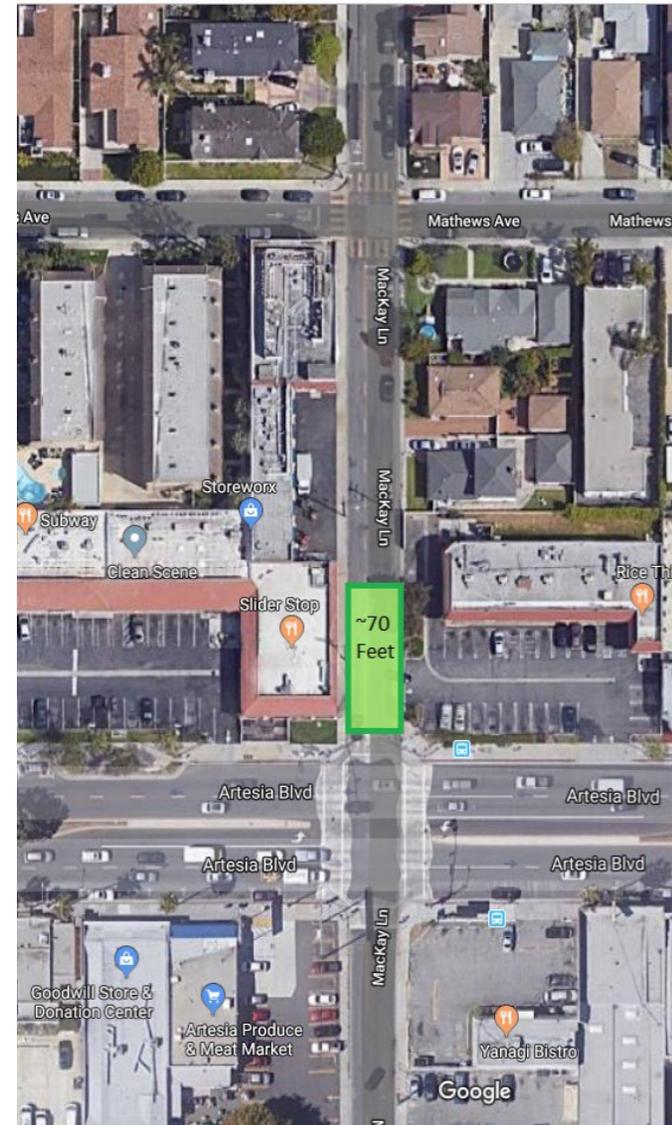
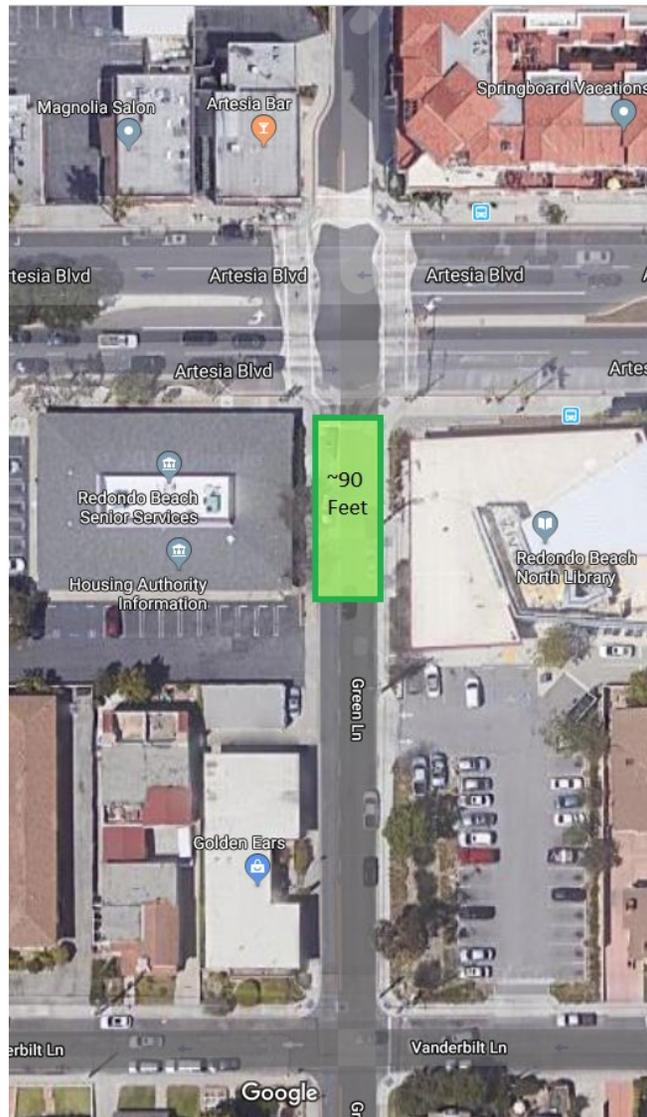
Conversion of street segments to temporary or permanent open space, often using large planters or other physical barriers to protect the space from vehicles. These spaces may include seating and active play areas to enhance the pedestrian environment along a corridor.



Lilenthal Park is an example of a conversion from street to open space in Redondo Beach.

Left: The maximum recommended depth for a streetlet on Green Lane is 90 feet.

Right: The maximum recommended depth for a streetlet on MacKay Lane is 70 feet.

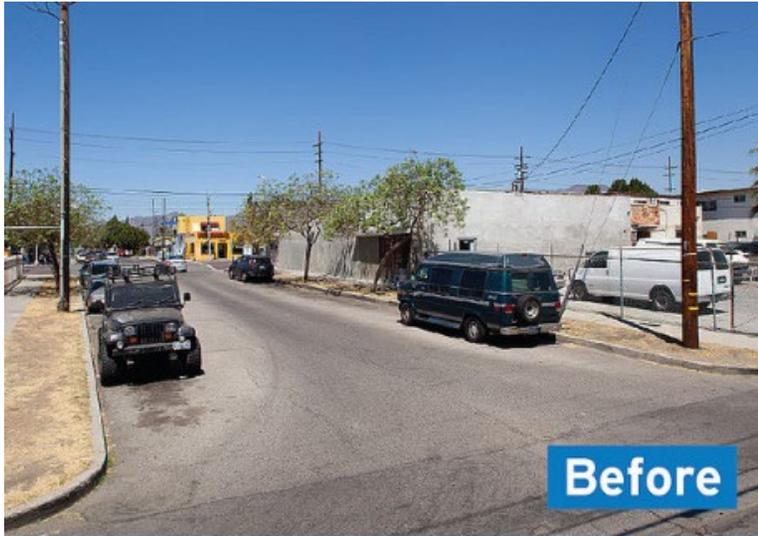


EXAMPLES OF STREETLET/PARKLETTE CONVERSIONS

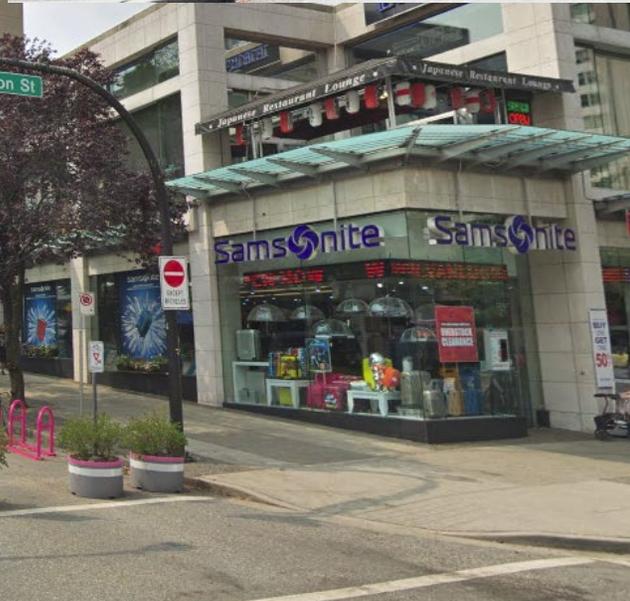
Bradley Avenue Plaza, Los Angeles



Bradley Avenue Plaza, Los Angeles



Butte and Robson Streets, Vancouver BC





### 4.5.3 BICYCLE AND MICRO-MOBILITY EXPERIENCE

#### PARKING FOR BIKES AND SECONDARY MOBILITY DEVICES

An important aspect of improving the Artesia and Aviation Corridors’ connection to the nearby residents is encouraging people to ride bikes and other slow speed travel/secondary mobility devices (skateboards, scooters, etc.) to the Corridors. People are generally willing to travel longer distances along less convenient routes on a bicycle or scooter than they would on foot. Therefore, improving bicycle and scooter-type infrastructure increases the number of North Redondo residents who could easily access the Corridors without driving.

To encourage more residents to walk, cycle, or ride a scooter or other secondary mobility device to the Corridors, the network that people use to get to the Corridor must be safe and convenient, as described in Section 4.4.2, *The Walking Experience*, but there must also be a safe and convenient place for people to “park” bikes and scooters within the Corridors. Along both the Artesia and Aviation Corridors, few individual businesses provide bike racks, and there are even fewer public bike racks.

Because e-scooters and bike shares are not currently permitted in Redondo Beach, there are no existing corrals to manage shared equipment. If the City adopts an ordinance allowing bikeshare / scooter-share companies (known collectively as “micro-mobility”), it should include standards to manage parking of equipment. Corrals or parking boxes for privately owned bikes and scooters may also be appropriate within the AACAP area. Both amenities should be added at regular intervals along the Corridors to encourage more people to bike and ride a scooter to and from the AACAP area.

#### **MICRO-MOBILITY:**

Shared transportation services typically using smaller two-wheeled vehicles, such as electric bicycles (e-bikes) and scooters. This includes services provided by companies like Bird and Lime.

#### **STREET FURNITURE ZONE:**

The area between the curb and sidewalk path, designated for streetlights, utilities, signposts, landscaping, bus benches, etc.

#### Artesia Corridor

The South Bay Bicycle Master Plan proposes two public bike-parking racks along the Artesia Corridor. Adequate bike-rack designs should provide at least two points of contact, so both the front wheel/frame and rear wheel can be locked concurrently. For private-development bike parking, the South Bay Bicycle Master Plan recommends amending the Redondo Beach Municipal Code to require bike parking at all new and retrofitted multifamily residential, commercial, office, and mixed-use developments.

The space around each bike rack can also be designated micro-mobility parking through painted markings (ideally using high-visibility thermoplastic) or signage. Proper siting of micro-mobility parking must ensure the path for pedestrians is not obstructed. If there is not adequate space in the street furniture zone of the sidewalk, micro-mobility parking may be better located on the street in the vehicle parking lane. Adequate micro-mobility parking will likely only require the removal of one on-street vehicle parking space on any block where micro-mobility access is desired. Existing or new curb extensions may be used as micro-mobility

and/or bike parking areas to enhance the safety and quality of these parking facilities.

### Aviation Corridor

The South Bay Bicycle Master Plan proposes one public bike parking rack along the Aviation Corridor. See the Artesia Corridor section for details on bike parking recommendations. Since the Aviation Corridor does not currently utilize curb extensions and the Corridor is primarily auto-oriented, the addition of curb extensions for use as bike/scooter parking is not recommended at this time.

### RECOMMENDATIONS

#### Applies to: Artesia and Aviation

**Timeframe:** Short Term/Midterm

**Relative Cost:** \$ (without curb extensions)–\$\$ (with curb extensions)

#### Next Steps:

- ▶ Outreach to residents and parcel owners.
- ▶ Conduct a study to determine the optimal locations and frequency of bike and scooter amenities along both Corridors.
- ▶ Consider updating the municipal code to:
  - Require that new projects provide a certain amount of bicycle or scooter parking for each vehicle space provided.
  - Allow businesses to reduce the amount of required parking if they provide publicly accessible bicycle racks or scooter parking on-site or contribute to a fund to establish and maintain a public bicycle / scooter station within a certain distance of the business.
- ▶ If shared equipment is eventually allowed within the City, establish guidelines to manage the shared equipment in various street and sidewalk situations within the micro-mobility framework.



Source: City of Austin Department of Transportation.  
Example of a parking box for bicycles and scooters in Austin, TX.

**BIKE BOULEVARDS**

**Applies to:** Streets Parallel to the Artesia Corridor (outside of AACAP area)

**Timeframe:** Short Term/Midterm

**Relative Cost:** \$\$

**Next Steps:**

- ▶ Outreach to residents and parcel owners

The South Bay Bicycle Master Plan Mathews Avenue and Vanderbilt Lane, both running parallel to Artesia Boulevard, as proposed future bike boulevards (no bike boulevards were identified near the Aviation Corridor). Mathews and Vanderbilt are each one block away from Artesia and provide a lower-speed, lower-stress bicycle and micro-mobility environment. Each street is currently one-way restricted (Vanderbilt runs westbound and Mathews runs eastbound) and the speed limit is 25 mph. These streets can be further enhanced for safety through the following improvements:

- ▶ Install “super-sharrow” lane markings to heighten bicycle and secondary mobility device visibility, and designate the streets as bike boulevards.
- ▶ Convert select intersections along the bike boulevards to all-way stop controlled in cases where crossing uncontrolled vehicle travel lanes creates safety issues for bicyclists and scooter riders.
- ▶ Install speed cushions to encourage vehicles to further reduce speed along the bike boulevards but maintain access for emergency vehicles.
- ▶ Add signage with direction and distances to/from key activity centers, especially the North Redondo Beach Bikeway, the South Bay Galleria and adjoining future light rail station, and the Corridor’s Activity Nodes.

**SUPER-SHARROW:**  
 A larger, more visible version of a sharrow street marking. A sharrow is a painted marking on the street which indicates a travel lane intended for shared use between vehicles and bicycles. These markings are typically only recommended for lower-speed local streets.



*Example of a sharrow, which allows cars and bikes to share a vehicle lane.*

### CLASS II BIKE LANES

**Applies to:** Artesia and Aviation

**Timeframe:** Midterm

**Relative Cost:** \$\$

**Next Steps:**

- ▶ Outreach to residents, business owners, and parcel owners
- ▶ Develop a complete streets strategy for the AACAP area including phasing

The South Bay Bicycle Master Plan classifies both Artesia and Aviation Boulevards as streets with proposed Class II bike lanes. Because the Artesia Corridor is envisioned as the “main street” of North Redondo, while the Aviation Corridor is intended to serve as a secondary corridor, the AACAP, developed possibilities to introduce a bike lane within the Artesia Corridor. Figures 4.4 and 4.5 illustrate the existing roadway configuration and a conceptual design if a bike lane is added on the Artesia Corridor. Figure 4.6 illustrates a conceptual design if the parking lane is removed to accommodate a buffer for the bike lane and wider sidewalks. Additional exploration would be needed to provide similar conceptual designs for the Aviation Corridor.

Providing bike lanes on arterials will become increasingly relevant if the City adopts a micro-mobility ordinance for devices such as e-bikes and scooters. Any ordinance passed would likely limit these micro-mobility devices to travel within bike lanes along arterial streets. Within the Artesia Corridor, if travel lane widths are reduced from 12 feet to 10-foot inside lanes and 11-foot outside lanes, the Corridor can accommodate bike lanes up to 6 feet wide. If on-street parking was removed, the Artesia Corridor could accommodate an additional 3-foot-wide buffer zone between the travel lanes and bike lanes and 5 feet of additional sidewalk space on either side of the roadway. Within the Aviation Corridor, if travel lane widths are reduced from 12 feet to 10 feet, the Corridor may be able to accommodate bike lanes up to 5 feet wide.

If the existing number of parking spaces and travel lanes for vehicles are maintained in both Corridors, neither Corridor has enough space to accommodate

buffer zones to help protect bicyclists from vehicles in the parking (i.e., the “door zone”) and travel lanes. Without any buffer zone or physical barriers between vehicles and bicyclists, these facilities may only feel safe for strong and confident riders. As an additional safety measure, a thicker lane stripe can be painted separating the bike lane and the travel lanes.

The addition of bike lanes may require the removal of some on-street parking spaces and/or driveway access points where feasible in order to reduce sight-distance issues. For example, the white vehicle in the image below conceals a driveway access point just beyond it. Its presence in this location reduces sight-distance and reaction time for both bicyclists along a potential bike lane and vehicles pulling out of the driveway, increasing the risk of collision. On-street parking spaces and driveway access points should be assessed for safety issues on a case-by-case basis.

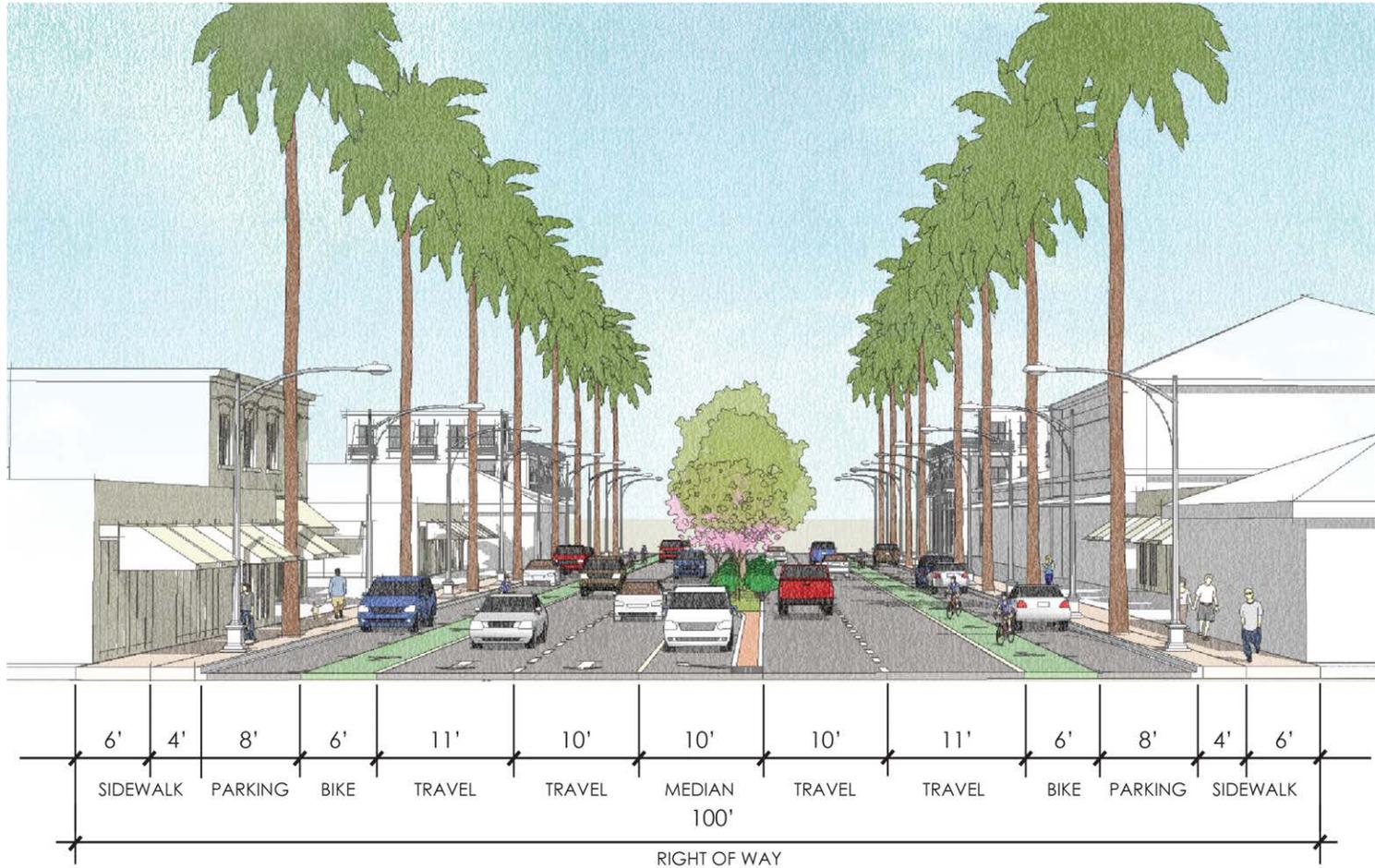


*Artesia Boulevard currently is configured as two lanes with on-street parking. If a bike lane were to be introduced, adjustments to the median or the sidewalk widths might be necessary to create a safe buffer for cyclists.*

Figure 4.4: Artesia Boulevard Existing Configuration



Figure 4.5: Artesia Boulevard Concept with Bike Lane



NOTE: The following issues should be taken into consideration when exploring the potential for a bike lane on Artesia Boulevard:

- This will require reducing the median to 10 feet in order to provide 6-foot bike lanes.
- This will require the removal of raised medians at each left-turn pocket (currently there is at least 3 feet of raised median approaching each intersection). The City could instead explore plastic bollards or some other form of narrow median separation at intersections.
- The City should verify whether the narrower median impacts the critical root zone or otherwise obstructs the trees within the median.
- The City will need to modify its Circulation Element to only require 11-foot outside lanes for truck and bus routes.

Figure 4.6: Artesia Boulevard Concept without Parking Lane



NOTE: The following issues should be taken into consideration when exploring the potential for a bike lane on Artesia Boulevard:

- This will require reducing the median to 10 feet.
- This will require removal of the on-street parking lanes.
- This will require the removal of raised medians at each left-turn pocket (currently there is at least 3 feet of raised median approaching each intersection). The City could instead explore plastic bollards or some other form of narrow median separation at intersections.
- The City should verify whether the narrower median impacts the critical root zone or otherwise obstructs the trees within the median.
- The City will need to modify its Circulation Element to only require 11-foot outside lanes for truck and bus routes.

### 4.5.4 THE TRANSIT EXPERIENCE

#### POTENTIAL FOR CURB EXTENSION CONVERSION TO TRANSIT STOPS AND TROLLEY SERVICE

**Applies to:** Artesia and Aviation

**Timeframe:** Long Term

**Relative Cost:** \$\$\$

**Next Steps:**

- ▶ Potential transit service study and/or pilot project
- ▶ Outreach to residents and parcel owners
- ▶ Seek first/last mile funding opportunities related to the Green Line light rail extension

The existing curb extensions along Artesia Boulevard can be converted into high-quality transit stops. (There are no curb extensions along the Aviation Corridor, and the width of the right-of-way limits the potential to install them, so recommendations related to curb extensions apply to the Artesia Corridor.) This may become an increasingly relevant improvement as transit service increases along the Corridor in relation to the future planned light rail station adjacent to the Galleria. A rubber-tired trolley service between the South Bay Galleria and the AACAP area might serve as a convenient first/last mile solution for residents and visitors to access the future light rail station, in addition to existing transit service along the Corridor.

The current bus stop configurations along Artesia Boulevard require buses to merge into and out of the parking lane to pick up and drop off passengers. These merging maneuvers increase travel time and decrease speed for buses, especially while yielding to passing vehicles for an opportunity to merge back into the travel lane. These maneuvers also increase the risk of conflicts and collisions with passing vehicles. Converting the curb extensions to transit stops allows buses to consistently occupy the travel lane, creating more efficient and safer service.



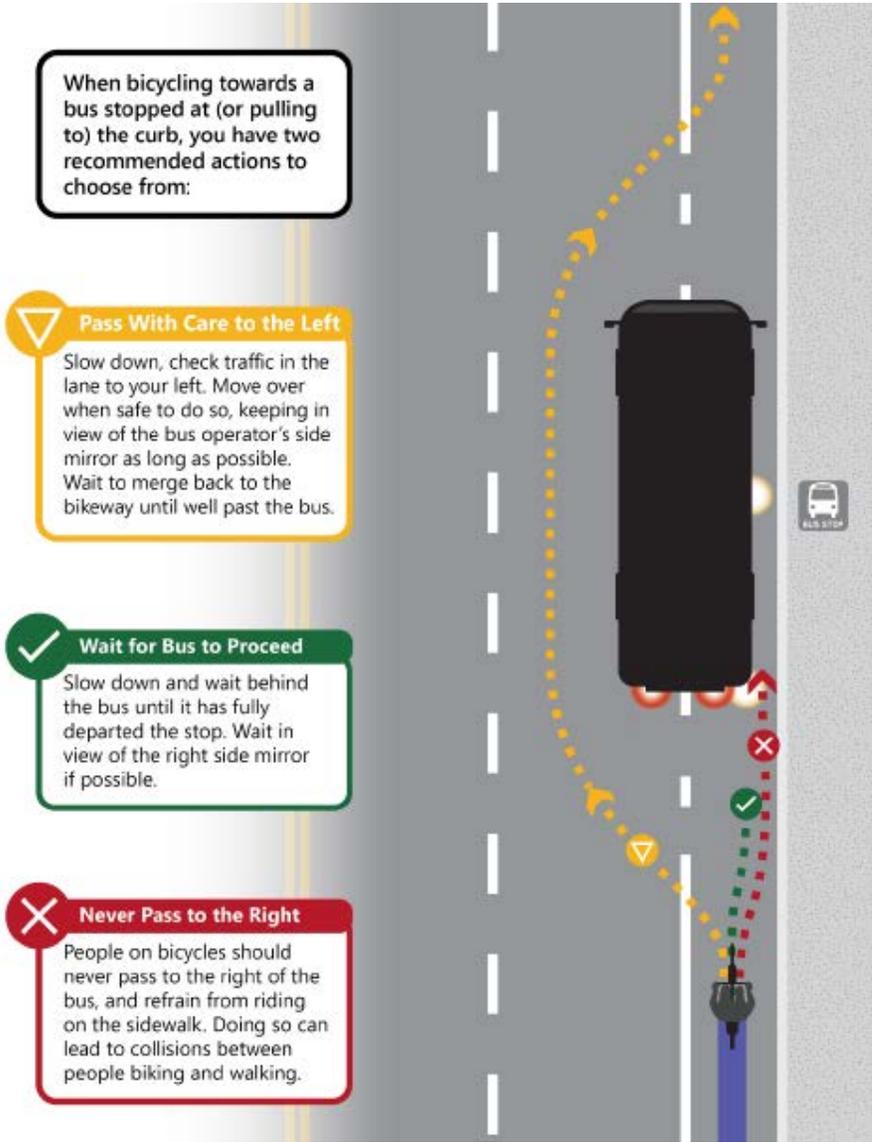
*Example of a high-quality transit stop with a curb extension along a similar corridor in the City of Los Angeles.*

#### **CURB EXTENSIONS:**

Any measure to calm traffic and improve the pedestrian environment by extending the curb line, sidewalk, and/or landscaping.

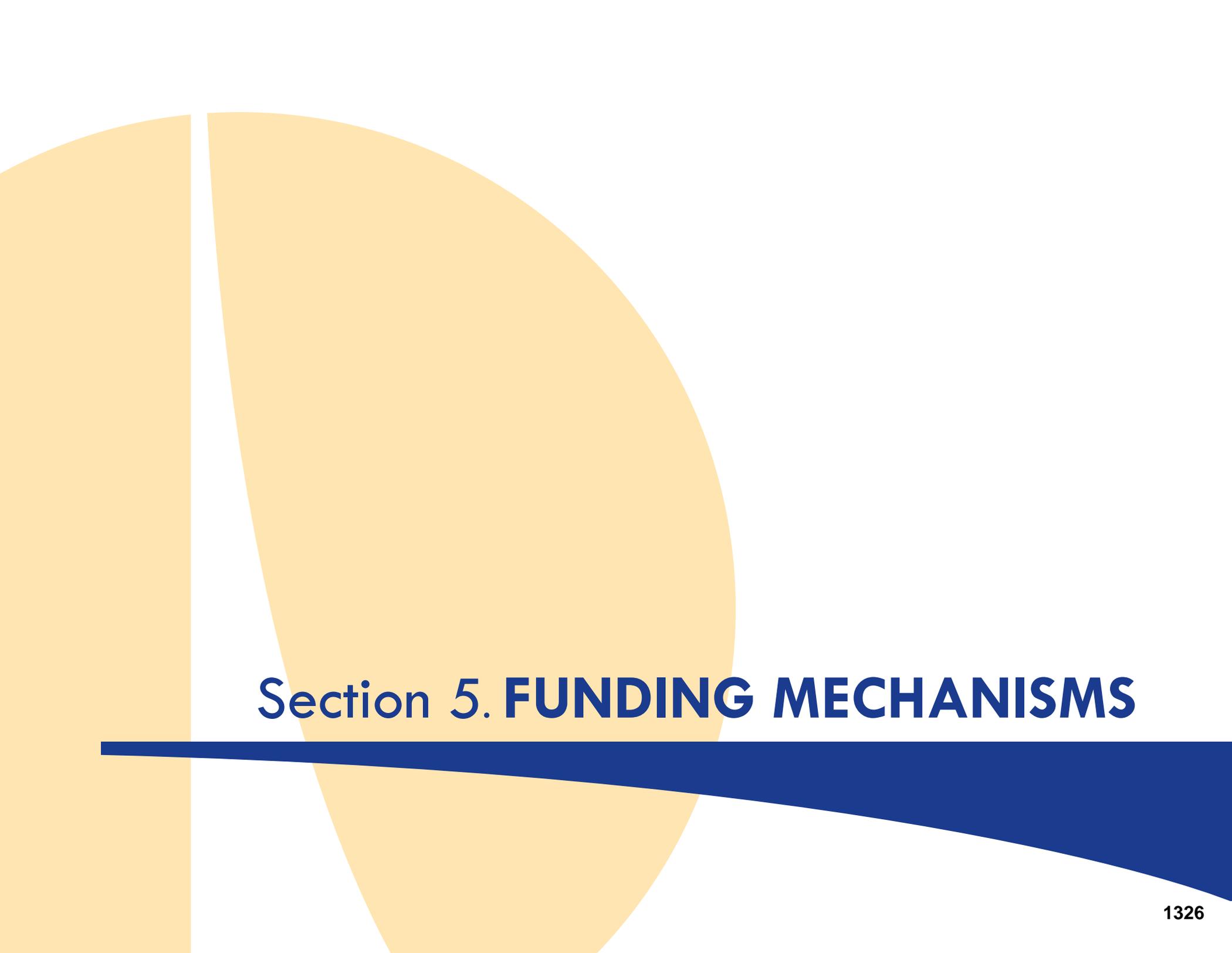
Although using the curb extensions for transit stops improves transit operations, it creates the potential for unique bus/bike/scooter conflicts. Since buses would need to occupy bike lanes while picking up and dropping off passengers, the bike lane should be striped intermittently at and approaching the transit stop to alert bicyclists/scooter riders of the merging conflict. The image to the right demonstrates the two recommended actions bicyclists/scooter riders can take when approaching buses at transit stops.

Education and awareness are key to reduce the risk of conflicts and collisions. If the trolley system is implemented in the Corridors, signage and displays on the back of the buses should reinforce appropriate bicycle/scooter behavior.





*These examples show potential improvements along a portion of Aviation Boulevard outside of the AACAP area.*



# Section 5. **FUNDING MECHANISMS**



## 5.1 FUNDING MECHANISMS

The following chapter identifies potential funding mechanisms and financing strategies to be considered for implementation of the Aviation and Artesia Corridor Area Plan (AACAP). These strategies build upon the extensive economic analysis and pro forma modeling conducted as part of the feasibility study (see Appendix B).

Because of low vacancies along the Corridors and high underlying land values, financial feasibility for new development has remained a challenge. Therefore, all funding strategies identified below are evaluated within the context of their overall suitability given the unique characteristics and constraints of the Aviation and Artesia Corridors.

Funding options are weighed for their potential for generating revenue given the comparative lack of new development, time frame for implementation, overall competitiveness (e.g., for monetary grants), and staff or consultant resources required.

### KEY FINDINGS AND RECOMMENDATIONS

- ▶ Public investments that enhance the pedestrian experience should be prioritized, both to encourage alternative transportation options such as bikes, personal scooters, and skateboards, and to help leverage private investment in designated Activity Nodes.
- ▶ With no significant change in allowable FAR or land use designation, revitalization funding strategies that rely on value capture (e.g., tax increment financing districts) are not likely to be successful in the immediate term.
- ▶ More-effective funding alternatives would include the formulation of a local Special Assessment District, such as a Business Improvement District (BID) or a Landscape and Lighting District.
- ▶ The City should continue to leverage and promote existing strategies in place, such as the Storefront Improvement Program and John Parsons Public Art Fund.
- ▶ While the Corridors may not qualify for some grant-related funding streams dedicated to disadvantaged communities, they could score well in other criteria, such as neighborhoods that rank high on “park need.”
- ▶ Existing “service-oriented” uses along the Corridors (e.g., auto repair, salons) do not generate sales tax revenue in the State of California. Stimulating preferred uses such as sit-down restaurants and specialty retail could channel additional revenue toward revitalization efforts.
- ▶ Revitalization efforts should support integration with and connection to the planned Galleria revitalization. Corridor enhancements should therefore leverage potential revenue streams from development agreements associated with the Galleria where possible.

Beyond the funding mechanisms outlined in this chapter, a number of revitalization strategies could be initiated at the citywide level that could have a direct impact on the commercial health and vitality of the Corridors. These include:

- ▶ Expedited permitting and streamlined applications for preferred uses along the Corridors, such as sit-down restaurants, grocers, professional office, and other uses that may be identified in the future.
- ▶ Flexibility with respect to reduced permitting fees for preferred uses.
- ▶ Flexible commercial use districts that better harness fluctuations in real estate market conditions.
- ▶ Relaxed parking standards to incentivize preferred uses in Activity Nodes such as restaurants and professional office space.
- ▶ The implementation of in-lieu fee / parking structure funding.

### 5.1.1 SPECIAL ASSESSMENT DISTRICTS

An assessment district (also called a special assessment district, a local improvement district, or a benefit assessment district) is an additional assessment charged on the property within the district. The additional assessment can be constant or can vary over time. Assessment-district financing is similar to tax increment financing (see 5.1.4), except that it is less speculative and therefore less risky. This is because some revenue is always guaranteed, unlike tax increment financing, which is solely dependent on increasing property values.

In order for assessment district bonds to be issued, a majority of owners within the district must agree to a self-assessment. Property owners may be willing to do this since the resulting upgrades (for example, improved infrastructure) can increase property values and spur additional development. Assessment districts can only finance certain types of “special benefits,” which are laid out in the enabling legislation. These improvements can include streets, sidewalks, curbs and gutters, water, sewer, gas or electric, lighting, and drainage or flood control facilities.

#### BUSINESS IMPROVEMENT DISTRICT

A Business Improvement District (BID) is a common type of Special Assessment District that assesses business and/or property owners to fund maintenance, marketing, and other public services or improvements. If such a district were to be formed in Redondo Beach along Aviation and/or Artesia, funding could be used to improve the streetscape and pedestrian experience.

By law, assessments in these districts are not taxes for the general benefit of the city, but for improvements, services, and programs that will directly benefit the assessed facilities within the district. A district can be established and an advisory board appointed as long as it is not protested by a majority of property owners.

### FUNDING OPPORTUNITIES FOR CORRIDOR REVITALIZATION

#### Special Assessment: Business Improvement District



A Business Improvement District (BID) is a common type of Special Assessment District that assesses business and/or property owners to fund maintenance, marketing, and other public services or improvements.

#### Other Special Assessment Districts



A Landscape and Lighting District could help improve the streetscape by funding new streetlights and traffic signals, landscaping, parkways, medians, drainage facilities, and graffiti removal. A Parking Benefit District could help dedicate local meter revenue to funding Corridor-specific improvements.

#### Grant Programs



There are a number of local, regional, state, and federal grant funding sources that can support Corridor improvements. These can include, for example, transportation grants related to pedestrian safety or sustainability grants for urban greening.

#### Impact Fees



Development impact fees are another potential funding source for parks, and other amenities. These fees, paid by new residential and commercial development projects, must only be used to pay for improvements that can be demonstrated to serve new residents and businesses.

#### Tax Increment Financing



Tax Increment Financing (TIF) relies on an anticipated increase in property values within a TIF district, typically through an upzone or targeted investment. TIF can provide a source of funding for catalytic investments that will spur additional development and increase property values.

## LANDSCAPE AND LIGHTING DISTRICT

A Landscape and Lighting District along the Corridors could also help to improve the streetscape by funding new street lights and traffic signals, landscaping, parkways, medians, drainage facilities, and graffiti removal. To form such a district in Redondo Beach, the sponsoring agency (e.g., City of Redondo Beach) would conduct a study, prepare an engineer's report, and propose the formation of a district and the levy of assessments.

Affected property owners would then be notified of a public hearing to address concerns. For commercial properties similar to those along the Aviation and/or Artesia Corridors, funding is typically assessed by "front footage," or on a lot front foot basis.

## PARKING BENEFIT DISTRICT

A Parking Benefit District (PBD) is another type of assessment district that could help revitalize the Corridor.

As noted in the parking study (Appendix A), there is adequate on-street parking along the Artesia-Aviation Corridor to accommodate current peak parking demand. However, demand for parking along the Corridor is not evenly distributed, creating some blocks with very limited supply during high-demand periods. Limited on-street parking encourages drivers to spend more time cruising for available spaces, potentially increasing traffic, greenhouse gas emissions, and collisions due to distracted and reckless driving.

One solution to this problem is to implement an on-street parking meter system, with the price of parking set at a level which always leaves a few spaces along each block available. While the addition of a parking fee may seem like a disincentive to patronage along the Corridor, an efficient parking meter system offers two primary benefits: (1) it reduces the stress and hassle of driving by reliably providing available on-street spaces on every block and (2) the meter revenue generated can be funneled into the creation of a PBD.

The key to a successful PBD is to ensure local control of the revenue (i.e., revenue generated from the parking meters should be used to fund improvements on the same blocks as the meters). The creation of an advisory board consisting of property owners along the parking-metered blocks helps establish this local control. Revenue generated from the parking meters can be used to fund sidewalk and streetscape improvements, including maintenance and cleaning, and programs/events which further promote and revitalize the Corridor, such as farmers markets and street festivals. Before establishing a PBD, a combined parking and economic study should be conducted to estimate the revenue that could be generated and the cost associated with installation and maintenance of parking meters and other infrastructure.



*Image source: rivieravillage.net.*

*Riviera Village in South Redondo Beach established a Business Improvement District to fund maintenance, marketing, and other services and improvements in the area.*

### 5.1.2 GRANT PROGRAMS

There are a number of local, regional, state, and federal grant funding sources that could also be used to support Corridor improvements. Grants that could potentially be applicable to the Artesia and Aviation Corridors are described in this section.

#### PROPOSITION 68, STATE OF CALIFORNIA PARKS AND WATER BOND ACT

This bond act provides grants which are available to local governments on a per capita basis for park rehabilitation, creation, and improvement. Unless the project has been identified as serving a severely disadvantaged community (where median household income is less than 60 percent of statewide average), an entity that receives an award pursuant to this section is required to provide 20 percent as a local share. Applications and approvals are conducted on a rolling basis over the next five years, with the next round of awardees to be announced in 2020.

#### INTEGRATED REGIONAL WATER MANAGEMENT GRANT

Proposition 1, a water bond passed by California voters in 2014, will help fund over \$510 million in Integrated Regional Water Management (IRWM) related planning and implementation projects throughout the state. In April 2019, the Department of Water Resources released the Final IRWM Implementation Grant Proposal Solicitation Package and Final 2019 Guidelines. Approximately \$222 million in grant funding is being made available for implementation. Eligible projects in Redondo Beach could include stormwater capture, water reuse, providing new open space, and other green streets measures.

#### CALTRANS ACTIVE TRANSPORTATION PROGRAM

Caltrans' Active Transportation Program consolidates various transportation programs at the state and federal level, including the federal Transportation Alternatives Program and Bicycle Transportation Account, and the State Safe Routes to School. Approximately \$440 million is expected to be awarded through Fiscal Year 2025.

The goal of the Active Transportation Program is to encourage increased use of active modes of transportation, including walking and biking, and to ensure the safety and mobility of nonmotorized users. Eligible projects along the Corridors could include developing new bike paths and walkways or adding new landscaping, traffic control devices, and enhanced street lighting.

#### SAFE ROUTES TO SCHOOL

Safe Routes to School (SRTS) is a state funding source managed through Caltrans' Active Transportation Program. SRTS grants may be used to fund safety enhancements to the walking environment, including crosswalks. Successfully competing for SRTS grants typically requires cities to conduct upfront planning work to demonstrate the need for improvements. The City can conduct a school walking route evaluation, incorporating collision and traffic data and community outreach, to identify improvement needs along school walking routes. The findings of this study should then be incorporated into the City's planning documents to demonstrate readiness for receiving funding and implementing improvements.



*Safe Routes to School promotes walking and bicycling to school through infrastructure improvements, enforcement, safety education, and incentives to encourage walking and bicycling to school.*

### 5.1.3 IMPACT FEES

Development impact fees are another potential funding source that could pay for improvements to the Corridors. These fees, paid by new residential and commercial development projects, must only be used to pay for improvements that can be demonstrated to serve new residents and businesses. A nexus study—which calculates the new increment of development, estimates the portion of an improvement project attributable to that increment of growth, and allocates the fee among the new development projects by land use—is required by state law for implementation.

Given the lack of new development along the Corridors over the past decade, instituting new impact fees might serve to hinder growth in the area. However, development agreements with large-scale projects in the vicinity (such as the South Bay Galleria) have the potential to channel new funds to the Corridors. Two such conditions of approval for the Galleria project, for example, are expected to generate approximately \$2 million earmarked for improvements along Artesia Boulevard. The fees are evenly allocated between a flexible fund that could be used for AACAP area roadway improvements and the John Parsons Public Art Fund, which can be used to fund public art initiatives along the Artesia Corridor (e.g., Banner Program).

#### IN-LIEU DEVELOPMENT FEES / IDENTIFYING SHARED PUBLIC PARKING

In addition to existing impact fees, the City may develop a new program to assess in-lieu development impact fees on developers desiring to provide less parking than the code requirement. This may be especially relevant in areas with an oversupply of off-street parking, as identified in the parking study (Appendix A). The cost of the in-lieu fee can be tied to the cost to implement a specific improvement, such as a shared public parking facility or operating the proposed trolley system along the Corridor. In-lieu fees provide an opportunity to transfer funds dedicated for vehicle-only access to instead fund and encourage the use of active transportation modes.

Identifying opportunities for shared public parking facilities along the Corridor will require further analysis and input from residents and relevant parcel owners. Preferable sites include existing larger surface lots, which can be converted into multistory garages on parcels already owned by the City, like the Redondo Beach North Library. Before establishing such impact fees, a combined parking and economic study should be conducted to estimate the revenue that could be generated as well as the cost associated with installation and maintenance of parking meters and other infrastructure.



*Artist's rendering of the approved South Bay Galleria redevelopment. The Galleria project, within walking distance of the AACAP area, is expected to generate \$2 million in impact fees specifically earmarked for improvements to Artesia Boulevard.*

### 5.1.4 TAX INCREMENT FINANCING

Tax Increment Financing (TIF) was legal and widely used in California for decades. Because TIF districts diverted new property tax revenue away from traditional taxing entities, however, it was discontinued in 2011 during a severe budget crisis.

TIF has since re-emerged in California, albeit in limited form. As currently authorized, taxing entities (e.g., the City of Redondo Beach and/or Los Angeles County) must “opt in” and agree to contribute a portion of their share of the increment to a newly formed district. In addition, school districts as taxing entities cannot participate. This represents a significant reduction in financial capacity compared to pre-2011 TIF guidelines, because approximately 50 percent of property taxes in the State of California are allocated to schools.

TIF strategies rely on an anticipated, substantial increase in property values within a TIF district. A well-designed TIF mechanism should provide a source of funding for catalytic investments that will spur additional development and increase property values within the TIF district. The increased public revenues resulting from higher property values become a source of funds for paying debt service on the borrowing that funded the initial catalytic investments.

Given the limitations on development intensity along the Artesia and Aviation Corridors, it is unlikely that a TIF district there could generate a sufficient increase in property values to be viable as a funding mechanism. Under Proposition 13, property value increases above the standard 2 percent can only be triggered by a sale or new construction activity. In the absence of new construction activity, a potential TIF district would have to rely on incremental increases from property sales. The implementation of the Corridor revitalization strategies described above may contribute to higher sale prices (and, thus, property valuations) than would otherwise be observed, but the value increases will likely be too modest and too incremental to support major investments in the near term.

### ENHANCED INFRASTRUCTURE FINANCING DISTRICTS

The Enhanced Infrastructure Financing District (EIFD) was the state’s first attempt at re-establishing a modified tax increment regime following the dissolution of redevelopment. Signed into law in 2015, its main purpose is to finance a wide array of infrastructure projects with “communitywide significance.” These can include transportation and other improvements associated with the AACAP.

An EIFD can be established by a city or county to finance infrastructure projects that provide community-wide benefits to a defined area. An EIFD does not need voter approval.

Participating jurisdictions appoint a public financing authority to govern the EIFD, which requires participation of the taxing entities—including cities, counties, and special districts—along with two public members. The PFA must prepare and adopt an infrastructure financing plan.

A vote is required only when an EIFD issues tax increment bonds supported by an allocation of the property tax increment, with a vote threshold of 55 percent. However, allocating property tax increment to a project on an annual basis—a “pay as you go” method—would not trigger a vote. It would only require the approval of the participating agency.

#### TIF: LIMITING CONDITIONS

Due to the unique limitations of California’s Proposition 13, property tax revenue only increases appreciably when parcels are either sold or reassessed due to new improvements (e.g., market-rate development). This is indeed an important consideration given the relative lack of recent development along the Corridors, as tax increment financing to fund Corridor enhancements cases would accrue new increment at a much slower pace.

As such, the City should prioritize financing strategies that do not rely on new tax increment, unless the City is willing to allow for increased development opportunities (e.g., increasing FAR, increasing number of allowable stories, and expanding the menu of allowable uses).



# Chapter 6. **IMPLEMENTATION**

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## 6.1 IMPLEMENTATION

Implementation of the Area Plan will require a combination of public and private effort to achieve the changes envisioned to the public realm and infrastructure serving the area. This section is a consolidation of actions outlined in the AACAP. Where one action implements multiple strategies, it is noted in the following table (Table 6.1).

The phasing of new development and revitalization of existing buildings on private properties will occur incrementally, as landowners and developers respond to new market opportunities.

Actual implementation will be dependent on development activity, funding availability, and staff resources. The Implementation Table will be used by the City during annual budgeting and strategic planning to prioritize and monitor progress (and barriers to progress) so the vision for the Corridors can be implemented over time.

The following Implementation Table (Table 6.1) lists the specific actions, outlined in previous chapters, that should be taken by the City of Redondo Beach, in coordination with local businesses, future developers, and other agencies where appropriate. Programs and policies for some of these items are already in place and are recommended to be continued.

For each action, a potential funding source(s) has been identified, a recommended timeframe for completion is noted, the responsible party is listed, and the relative cost is provided. The timeframes are identified as follows:

- ▶ Short (1-5 years)
- ▶ Mid (5 to 10 years)
- ▶ Long (10 years or more)

It is also assumed that staff resources (either from the City or from the established Business Improvement District (BID) would be required to implement all actions listed in the table.

**Table 6.1 Implementation Table**

Implementation Action		Potential Funding Sources	Timeframe	Responsible Department & Other Partnerships	Relative Cost	Related Strategies
<b>Placemaking Actions</b>						
PM.1	Establish a Business Improvement District (BID).	General fund	Short Term	Waterfront and Economic Development / NRBBA <sup>1</sup>	\$	Establish Activity Nodes; Revise Land Use Intensity and Development Standards
PM.2	Offer Expedited Permitting and streamlined applications for preferred uses within Activity Nodes.	General fund	Short Term (establish process)/ Ongoing	Planning	\$	Establish Activity Nodes
PM.3	Facilitate a program to offer low-cost loans to finance tenant improvements for qualifying preferred uses within Activity Nodes (Managed by BID <sup>2</sup> ).	Partner with: The Los Angeles Local Initiatives Support Corporation (LA LISC), Kiva, National Development Council Grow America Fund, or other programs to establish loan programs and/or City -funded microenterprise loans to support startups and small businesses.	Midterm	Waterfront and Economic Development / BID	\$ \$\$\$ (depending on program, size of loans offered, and funding partners)	Establish Activity Nodes
PM.4	Adopt and implement design guidelines (contained in Section 3.4).	General fund; Permit application fees	Short Term / Ongoing	Planning	\$	Establish Activity Nodes; Pedestrian Access Through Parking Areas; Sidewalks; Storefronts; Driveway Access Points
PM.5	Based on community input, identify and install priority pilot projects (such as streetlets, outdoor retail displays, A-frame signs, or closure of a parking lane) for temporary or permanent installation within Activity Nodes.	General fund; CIP <sup>3</sup> fund; BID	Short Term / Midterm	Community Services; Planning; Public Works; Waterfront and Economic Development / BID	\$\$	Establish Activity Nodes
PM.6	Increase allowable FAR within the Artesia Corridor as part of the General Plan Update. Revise zoning standards to be consistent with General Plan Update.	General Plan Update funding; General fund	Short Term	Planning	\$	Revise Land Use Intensity and Development Standards

<sup>1</sup> North Redondo Beach Business Association (NRBBA)

<sup>2</sup> Business Improvement District (BID)

<sup>3</sup> City Capital Improvement Project (CIP)



**Table 6.1 Implementation Table**

	<b>Implementation Action</b>	<b>Potential Funding Sources</b>	<b>Timeframe</b>	<b>Responsible Department &amp; Other Partnerships</b>	<b>Relative Cost</b>	<b>Related Strategies</b>
PM.7	Revise Municipal Code to allow pedestrian pass-through routes in walls separating qualifying residential properties (4 or more units) and adjacent commercial development.	General fund	Short Term / Midterm	Planning	\$	Pedestrian Access Through Parking Areas
PM.8	Establish and implement an entitlement process requiring commercial development projects in the Artesia Corridor that are adjacent to a qualifying multifamily property (4 or more units) submit evidence of a reasonable effort to determine if a pedestrian access route is feasible, safe, and desired by the residential property via coordination with the owner, HOA, or other representative party.	General fund	Short Term / Midterm	Planning	\$	Pedestrian Access Through Parking Areas
PM.9	Extend and implement existing Sidewalk Dining Permit Program within Activity Nodes in the AACAP area.	General fund; Permit / application fees	Short Term / Ongoing	Planning	\$	Sidewalks
PM.10	Establish and Pilot an Outdoor Retail Display Permit Program within Activity Nodes in the AACAP area.	General fund	Midterm	Planning	\$	Sidewalks
PM.11	Revise Municipal Code to exempt additional outdoor dining in Activity Nodes (require no additional parking for the first 16 seats outdoors or 30% of the interior seats, whichever is greater).	General fund	Short Term	Planning	\$	Sidewalks
PM.12	Continue Storefront Improvement Program with the following considerations: <ul style="list-style-type: none"> <li>▶ Prioritize and offer larger grants for preferred uses within Activity Nodes, with emphasis on project that include outdoor dining components.</li> <li>▶ Fund grants to screen parking and other frontage areas consistent with design guidelines.</li> <li>▶ Require grant-funded improvements comply with applicable design guidelines to the extent feasible.</li> </ul>	General fund; BID <sup>1</sup>	Ongoing	Waterfront and Economic Development / BID	\$\$-\$\$\$	Sidewalks; Storefronts
PM.13	Develop a brand and marketing strategy based on community input, including a cohesive theme for signage, banners, streetscape elements and other public art within the AACAP area.	John Parsons Public Art Fund <sup>2</sup> ; General fund; BID	Short Term / Midterm	Waterfront and Economic Development / BID	\$\$-\$\$	Branding

<sup>1</sup> Business Improvement District (BID)

<sup>2</sup> Including \$1 million in impact fees from the Galleria Development Project that is earmarked for public art improvements along Artesia Boulevard

**Table 6.1 Implementation Table**

	<b>Implementation Action</b>	<b>Potential Funding Sources</b>	<b>Timeframe</b>	<b>Responsible Department &amp; Other Partnerships</b>	<b>Relative Cost</b>	<b>Related Strategies</b>
PM.14	Develop a Signage Master Plan consistent with the brand strategy including: <ul style="list-style-type: none"> <li>▶ Locations and design concepts for gateways and monumentation.</li> <li>▶ Locations and design concepts for all wayfinding signage within the AACAP area.</li> <li>▶ Specific signage standards to unify business signage for both the Artesia and Aviation Corridors.</li> <li>▶ Locations where Billboards could be allowed in the AACAP area and design standards.</li> </ul>	John Parsons Public Art Fund <sup>1</sup> ; General fund; BID <sup>2</sup>	Short Term / Midterm	Planning; Community Services / BID	\$\$-\$	Gateways; Wayfinding; Business Signage
PM.15	Revise Municipal Code to allow A-frame street signs within AACAP Activity Nodes with appropriate permit.	General fund; Permit application fees	Short Term / Ongoing	Planning	\$	Business Signage
PM.16	Identify and provide incentives for existing businesses to comply with Signage Master Plan (such as extending the Storefront Improvement Program, requiring compliance to qualify for low-cost loans, or establishing a new program) with priority given to businesses in Activity Nodes.	General fund; BID	Midterm	Waterfront and Economic Development / BID	\$\$-\$\$\$	Business Signage
PM.17	Coordinate with public and private property owners and businesses to design and install gateways and monumentation consistent with the Signage Master Plan.	John Parsons Public Art Fund <sup>1</sup> ; Partnerships with City departments; public agencies; and nonprofits; Developer in-lieu payment or installation of art on-site; CIP <sup>3</sup> fund; BID	Midterm	Planning; Community Services / BID	\$\$-\$\$\$	Gateways
PM.18	Coordinate with public and private property owners and businesses to design and install wayfinding and signage consistent with the Signage Master Plan.		Midterm / Long Term	Planning; Community Services / BID	\$\$-\$\$\$	Wayfinding
PM.19	Establish and implement a Banner Program similar to the existing program in Riviera Village.		Midterm/ Ongoing	Waterfront and Economic Development / BID	\$	Banners

<sup>1</sup> Including \$1 million in impact fees from the Galleria Development Project that is earmarked for public art improvements along Artesia Boulevard

<sup>2</sup> Business Improvement District (BID)

<sup>3</sup> City Capital Improvement Project (CIP)



**Table 6.1 Implementation Table**

	Implementation Action	Potential Funding Sources	Timeframe	Responsible Department & Other Partnerships	Relative Cost	Related Strategies
PM.20	Continue Public Art Initiative consistent with brand strategy, Public Art Master Plan, and Signage Master Plan with the following considerations: <ul style="list-style-type: none"> <li>▶ Coordinate with other departments to engage artists from the outset of public improvement projects.</li> <li>▶ Encourage private developers engage artists from the outset of new private development projects.</li> </ul>	John Parsons Public Art Fund <sup>1</sup> ; Partnerships with City departments; Public agencies; and nonprofits; Developer in-lieu payment or installation of art on-site; CIP <sup>2</sup> fund; BID <sup>3</sup>	Ongoing	Community Services (public projects); Planning (private projects) / BID	\$-\$\$\$	Wayfinding; Public Art
PM.21	Engage designers and/or artists to develop and install a unique “family of streetscape amenities” (complimentary furnishings, bike racks, lighting, wayfinding/signage, banners etc.) that are consistent with the AACAP area brand strategy (see PM.13) and contribute to a sense of place.		Short Term / Midterm / Ongoing	Community Services / BID	\$\$	Banners; Wayfinding; Public Art
PM.22	Encourage developers to engage artists/designers from the outset of new private development projects.	General fund	Short Term / Ongoing	Planning; Public Works; Waterfront and Economic Development / BID	\$	Public Art
PM.23	Establish on-site public open space requirements for commercial properties that meet specific criteria within the Corridors	General fund; BID	Midterm	Planning	\$\$	Open Space
PM.24	Identify the tools and process(es) that can be used to dedicate / preserve private land for on-going public use (e.g. New York City’s adopt a plaza program).	Staff time	Midterm	Planning	Staff time	Open Space; Pedestrian Pass-throughs
PM.25	Update Municipal Code and General Plan to encourage integration of new public open spaces within commercial areas	General fund	Short Term	Planning	\$	Open Space; Pedestrian Pass-throughs

**Mobility Actions**

<sup>1</sup> Including \$1 million in impact fees from the Galleria Development Project that is earmarked for public art improvements along Artesia Boulevard  
<sup>2</sup> City Capital Improvement Project (CIP)  
<sup>3</sup> Business Improvement District (BID)

**Table 6.1 Implementation Table**

	<b>Implementation Action</b>	<b>Potential Funding Sources</b>	<b>Timeframe</b>	<b>Responsible Department &amp; Other Partnerships</b>	<b>Relative Cost</b>	<b>Related Strategies</b>
MO.1	<p>Revise Municipal Code to reduce parking requirements in Activity Nodes (and eventually throughout the Artesia Corridor). Including the following considerations</p> <ul style="list-style-type: none"> <li>▶ Use the findings of the parking study (Appendix A) to determine and validate the appropriate reduction as outlined in Section 4.5.1.</li> <li>▶ Consider allowing businesses to reduce the amount of parking required if publicly accessible bicycle parking is provided within a specified distance of the project.</li> <li>▶ Consider requiring charging stations in parking areas that exceed a specified number of spaces.</li> </ul>	General fund	Short Term	Planning	\$	Revise Land Use Intensity and Development Standards; Reducing Minimum Parking Requirements
MO.2	Conduct a detailed parking study to identify opportunities for and develop a strategy to develop public and private shared off-street parking.	General fund	Short Term/ Midterm	Planning	\$	Shared Off-Street Parking
MO.3	Establish and implement an entitlement process requiring private development projects study and utilize shared parking and/or shared drives when feasible.	General fund	Short Term	Planning	\$	Shared Off-Street Parking; Driveway Access Points
MO.4	<p>Develop a long-range parking strategy, including a detailed parking study and outreach to parcel owners, to:</p> <ul style="list-style-type: none"> <li>▶ Identify opportunities to pursue a “Park Once” strategy that identifies the appropriate public and private infrastructure (public parking garages/lots, private parking garage/lots serving multiple projects).</li> <li>▶ Explore removing on-street parking spaces to create a larger sidewalk and safer bicycle lane.</li> <li>▶ Establish implementation plan including phasing.</li> <li>▶ Develop a technology framework including: Parking demand management strategies, sensor/monitoring technologies, and considerations for future technology (like autonomous vehicles)</li> </ul>	General fund; Grant funding; PBD <sup>1</sup> ; in-lieu development fees	Midterm/ Long Term	Planning; Public Works	\$\$-\$\$\$	Establish Activity Nodes; Revise Land Use Intensity and Development Standards; “Park Once” Public Parking Garages / Removing Off-Street Parking

<sup>1</sup> Parking Benefit District (PBD)



**Table 6.1 Implementation Table**

	<b>Implementation Action</b>	<b>Potential Funding Sources</b>	<b>Timeframe</b>	<b>Responsible Department &amp; Other Partnerships</b>	<b>Relative Cost</b>	<b>Related Strategies</b>
MO.5	Conduct a curb space-management study to identify opportunities to establish TNC <sup>1</sup> and autonomous vehicle pick-up/drop-off zones. Establish TNC and autonomous vehicle pick-up/drop off zones (prioritize those in Activity Nodes).	General fund; CIP <sup>2</sup> fund; Grant funding; PBD <sup>3</sup>	Long Term	Planning; Public Works	\$	TNC Pick Up/Drop Off Zones
MO.6	Conduct a local access study to assess the impact of driveway closures.	General fund; PBD; SRTS <sup>4</sup>	Midterm	Planning; Public Works	\$	Driveway Access Points
MO.7	Based on the results of the local access study: <ul style="list-style-type: none"> <li>▶ Update Municipal Code to establish minimum distances between curb cuts.</li> <li>▶ Identify and provide incentives to encourage identified property owners to consolidate driveways (such as including drive consolidation in the Storefront Improvement Program, or establishing a new program).</li> </ul>	General fund; BID <sup>5</sup>	Midterm/ Long Term	Planning; Waterfront and Economic Development / BID	\$	Driveway Access Points
MO.8	Update Municipal Code to establish a maximum width for curb cuts.	General fund	Midterm	Planning	\$	Driveway Access Points
MO.9	Conduct a crosswalk warrant study to identify areas where mid-block crossings would improve pedestrian access and safety.	General fund; Grant funding; PBD <sup>6</sup> ; SRTS <sup>7</sup>	Midterm	Planning; Public Works / BID <sup>8</sup>	\$	Mid-block crosswalks
MO.10	Based on results of crosswalk warrant study, install mid-block crossings (with priority given to those at high-risk locations and within Activity Nodes).	General fund; CIP <sup>9</sup> fund; Grant funding; PBD; SRTS	Midterm	Public Works	\$-\$\$ (depending on level of safety infrastructure)	Mid-block crosswalks

<sup>1</sup> A Transportation Network Company (TNC) is an App-based ride-hailing services like Uber and Lyft

<sup>2</sup> City Capital Improvement Project (CIP)

<sup>3</sup> Parking Benefit District (PBD)

<sup>4</sup> Safe Routes to School Grant (SRTS)

<sup>5</sup> Business Improvement District (BID)

<sup>6</sup> Parking Benefit District (PBD)

<sup>7</sup> Safe Routes to School Grant (SRTS)

<sup>8</sup> Business Improvement District (BID)

<sup>9</sup> City Capital Improvement Project (CIP)

**Table 6.1 Implementation Table**

	<b>Implementation Action</b>	<b>Potential Funding Sources</b>	<b>Timeframe</b>	<b>Responsible Department &amp; Other Partnerships</b>	<b>Relative Cost</b>	<b>Related Strategies</b>
MO.11	Identify locations (within Activity Nodes if possible) and install overhead street lighting and/or enhanced crosswalks at existing / new locations to improve safety and nighttime visibility of pedestrians. Consider installing artistic crosswalks consistent with the branding strategy and public art theming in Activity Nodes.	General fund; CIP fund; Grant funding; PBD; SRTS	Midterm	Waterfront and Economic Development; Public Works / BID	\$-\$\$ (depending on level of safety infrastructure)	Mid-block crosswalks; Enhancing Existing Crosswalks
MO.13	Based on community engagement, install a temporary pilot streetlet at one of the two locations identified in the AACAP. If the results of the pilot are positive, pilot additional streetlets and install permanent fixtures.	General fund; CIP fund; Grant funding; PBD; SRTS	Midterm/ Long Term	Waterfront and Economic Development / BID	\$\$ (without curb/sidewalk alterations) \$\$\$ (with curb/sidewalk alterations)	Streetlets
MO.14	Determine optimal locations for bike parking and install bike parking along the Corridors.	General fund; CIP fund; Grant funding; PBD	Short Term/ Midterm	Planning / BID <sup>1</sup>	\$ (without curb extensions) \$\$ (with curb extensions)	Bike Parking and Secondary Mobility Devices
MO.15	Update the Municipal Code to require new development and redevelopment projects provide a certain amount of bicycle parking for each vehicle space required.	General fund	Short Term	Planning	\$	Bike Parking and Secondary Mobility Devices
MO.16	Designate, design and establish bike boulevards along Mathews Avenue and Vanderbilt Lane including super-sharrow lane markings, all-way stops at intersections, speed cushions, and bicycle wayfinding/signage.	General fund; CIP <sup>2</sup> fund; Grant funding; SRTS <sup>3</sup>	Short Term/ Midterm	Planning; Public Works	\$\$	Bike Boulevards
MO.17	Determine feasibility of and strategy to establish bike lanes along the Artesia and Aviation Corridors given limitations outlined in Section 4.5.3.	General fund; Impact Fees from Galleria Project; Grant funding; PBD <sup>4</sup>	Midterm	Planning; Public Works	\$\$	Class II Bike Lanes

<sup>1</sup> Business Improvement District (BID)

<sup>2</sup> City Capital Improvement Project (CIP)

<sup>3</sup> Safe Routes to School Grant (SRTS)

<sup>4</sup> Parking Benefit District (PBD)



**Table 6.1 Implementation Table**

Implementation Action		Potential Funding Sources	Timeframe	Responsible Department & Other Partnerships	Relative Cost	Related Strategies
MO.18	Design and pilot a curb extension conversion to accommodate transit stops. Based on results of pilot, install curb extensions in appropriate locations.	General fund; CIP fund; Impact Fees from Galleria Project; Grant funding; PBD; in-lieu development fees; LA Metro first/last mile grant funding	Long Term	Public Works	\$\$\$	Curb Extension Conversion to Transit Stops
MO.19	Develop and pilot a trolley service between AACAP Activity Nodes and the Galleria.	General fund; CIP fund; Grant funding; PBD; in-lieu development fees; LA Metro first/last mile grant funding	Long Term	Waterfront and Economic Development; Community Services; Public Works / BID <sup>1</sup>	\$\$\$	Trolley Service
MO.20	Develop a strategy to address the quantity, placement, concentration and design of drive-thrus in the Corridors.	Staff time	Midterms	Planning; Public Works	\$	Driveway Access Points
<b>Funding Actions</b>						
FU.01	Establish a public-facing outreach effort as part of the establishment of each new grant, incentive, or other City-led initiative revitalization to ensure that businesses, property owners, and residents are aware of new opportunities for funding become available to visually enhance existing projects and businesses.	Same source as City-led initiative	Midterm	Waterfront and Economic Development / BID	\$\$	Business Signage, Driveway Access Points, Sidewalks; Storefronts, Open Space
FU.02	Release an annual report documenting progress toward and impediments to achieving the prioritized AACAP action items. Include an evaluation of all City-funded grant and incentive programs launched as part of the AACAP implementation including an analysis of the impact each City-funded initiative has had on the community.	General fund, Staff time	On-going	Planning; Waterfront and Economic Development / BID	\$-\$\$	Business Signage, Driveway Access Points, Sidewalks; Storefronts, Open Space
FU.03	Assess the fiscal efficiency and sustainability of implementing each proposed action.	Staff time	Short Term/ Midterm/ Long Term	Same as action	\$	All Strategies
FU.04	Make a concerted effort to reach out to the community to gain their input regarding the implementation of various aspects of future efforts, strategies or planning actions along the Corridors.	General fund	Short Term	Planning	\$	All Actions

<sup>1</sup> Business Improvement District (BID)

 **Implementation**

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# APPENDICES

In this section:

## Appendix A

Artesia-Aviation Area Plan Parking Study

## Appendix B

Development Feasibility and Pro Forma Analysis for Artesia Boulevard

## Appendix C

Recommendations from the City Manager's Artesia/Aviation Revitalization Committee (2018-2019)

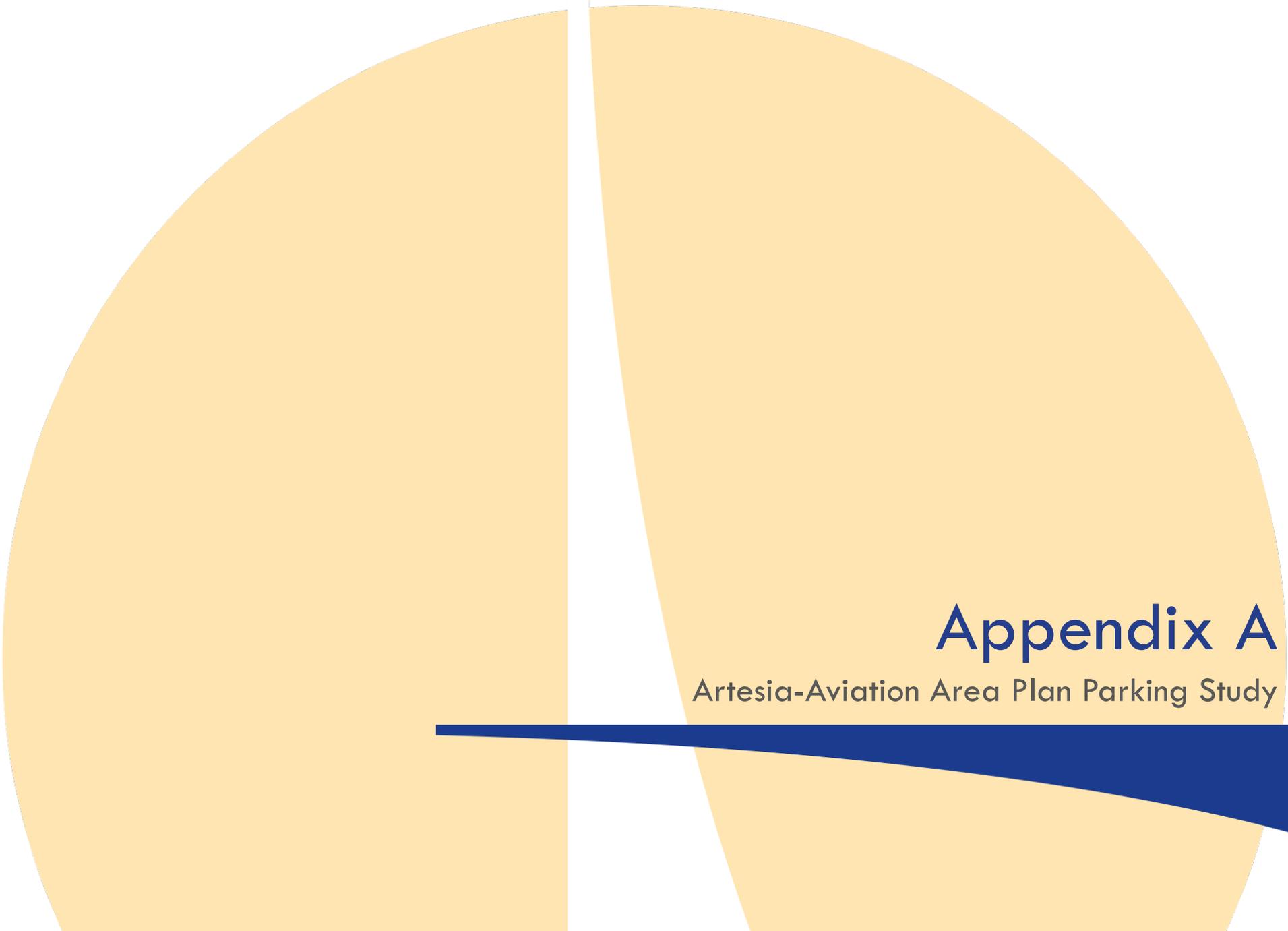
## Appendix D

Artesia Boulevard Vitalization Strategy (2013)

## Appendix E

Adoption Resolution

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# Appendix A

Artesia-Aviation Area Plan Parking Study

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## MEMORANDUM

Date: February 28, 2019

To: Sean Scully, Planning Manager, City of Redondo Beach  
Jin Kim, Traffic Engineer, City of Redondo Beach

From: Drew Heckathorn and Michael Kennedy, Principal, Fehr & Peers

**Subject: Artesia-Aviation Area Plan Parking Study – Existing Conditions**

*Ref. 2905*

This memorandum documents the existing parking supply and peak demand during both a weekday and weekend day within the Artesia-Aviation Area Plan boundary. The existing parking demand will be used to calibrate an existing conditions shared parking model, consistent with the Urban Land Institute (ULI) shared parking methodology. The shared parking model will then be adjusted with future land use changes in order to estimate future parking demand for land uses within the Area Plan boundary.

### DATA COLLECTION PARAMETERS

The Artesia-Aviation Area Plan corridor stretches approximately 1.9 miles along Artesia and Aviation Boulevards and includes portions of adjacent side-streets (see **Figures 1-4** for maps of the corridor). The study area encompasses all available on-street parking and 88 private off-street parking lots within the Area Plan boundary. The non-residential land uses within the Area Plan boundary include retail, service, office, automotive, restaurant, hotel and institutional uses. Residential uses are assumed to generally be self-parked and thus are not further considered in this analysis.

A manual inventory of on- and off-street parking was conducted in mid-December 2018. The inventory included length of unmarked curb space, where on-street parking is permitted; number of marked on-street spaces; off-street spaces in private lots; and all time limits, special curb designations, and other restrictions on parking. This manual inventory captures the overall supply of parking within the study area.

Once parking supply was calculated, on- and off-street parking surveys were conducted to capture existing parking occupancy. These parking surveys were also completed in December (typically the peak season for retail). Parking occupancy data was collected once during each period (weekday and weekend) through manual parking counts for all on-street parking spaces and off-street lots. These counts were conducted from 12:30pm to 2:30pm for each period. This timeframe includes the collection period Fehr & Peers recommended (1pm to 2pm) in our Artesia-Aviation Area Plan Parking Study memorandum dated November 21, 2018. The collection

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time period was extended to two hours on each day in order to give workers in the field adequate time to do a full sweep of the study area.

### ON-STREET PARKING SUPPLY & RESTRICTIONS

There are approximately 688 on-street parking spaces within the study area, as summarized in **Table 1**. This inventory of spaces may be conservative: most on-street spaces are also unmarked. To conform with the City of Redondo Beach's Municipal Code, the length of unmarked curb was measured and divided by 22 feet per space<sup>1</sup> to estimate a count of available parking spaces.

On-street parking throughout the study area is characterized by a mixture of restrictions and time limits. A variety of restrictions are present, including the following:

- 15-minute, 20-minute, 30-minute, 90-minute, 2-hour, or 4-hour parking
- Mail box drop-off zone only

The most common restriction found in the study area is 2-Hour parking (from 9am to 6pm). The 2-Hour parking spaces are located along the dense commercial segments of Artesia Boulevard and Aviation Boulevard. The 2-Hour restriction serves two primary functions: prioritize commercial access towards customers patronizing retail/services adjacent to the spaces and force parking turnover to create more parking availability in high demand areas.

**Table 1. Parking Supply within Artesia-Aviation Area Plan Boundary**

On-Street Parking	688
Off-Street Parking	2,189
<b>Total</b>	<b>2,877</b>

### OFF-STREET PARKING SUPPLY & RESTRICTIONS

Approximately 2,189 parking spaces are provided in 88 off-street parking lots in the study area. These lots are privately-owned within primarily commercial developments and are intended for use by customers and employees of each site. Since each lot serves a few uses at the most, the vast majority of these lots are relatively small – 25 spaces is the average lot size within the Plan Area boundary. Typically, each commercial development only provides enough parking to fulfill its own parking requirements as defined in the City's Municipal Code. The study area does not include larger public or shared parking lots intended for use by customers of multiple developments throughout the commercial corridors (the closest shared/public lots within Redondo Beach are located near King Harbor and Redondo Beach Pier about 2-3 miles away).

<sup>1</sup> City of Redondo Beach Municipal Code, Chapter 10-5.1706, City of Redondo Beach, 2019

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**EXISTING PARKING DEMAND**

Existing parking demand is assessed by measuring parking occupancy during a specified time of day/season and using a shared parking model to capture peak demand across an entire year. Parking occupancy relates to the level of parking utilization at a specific time as compared to supply. This analysis uses parking utilization counts within the study area conducted on one weekday and one weekend day in December 2018.

*On-Street Parking Occupancy*

Maps depicting on-street parking occupancy are shown for weekday and weekend data collection in **Figures 1 and 2**, respectively. On-street parking utilization is higher during the weekend peak lunch period – 68% or about 470 spaces utilized – than during the weekday peak lunch period – 54% or about 375 spaces utilized. Overall, on-street parking utilization is highest along the dense commercial corridor of Artesia Boulevard and along side streets immediately adjacent to the corridor. Some parking segments, such as the southside of Artesia Boulevard between Mackay Lane and Phelan Lane were fully occupied in both the weekday and weekend periods.

*Off-Street Parking Occupancy*

Maps depicting off-street parking occupancy are shown for weekday and weekend data collection in **Figures 3 and 4**, respectively. As shown in the maps, occupancy ranges from less than 40% up to 100% for both weekday and weekend time periods. The overall occupancy for the off-street lots is 50% for the weekday period and 47% for the weekend period. Unlike the on-street occupancy, the off-street occupancy is comparable across the two time periods.

Occupancy during both time periods for all off-street lots included in the study can be found in **Appendix A**.

**CONCLUSIONS AND POTENTIAL NEXT STEPS**

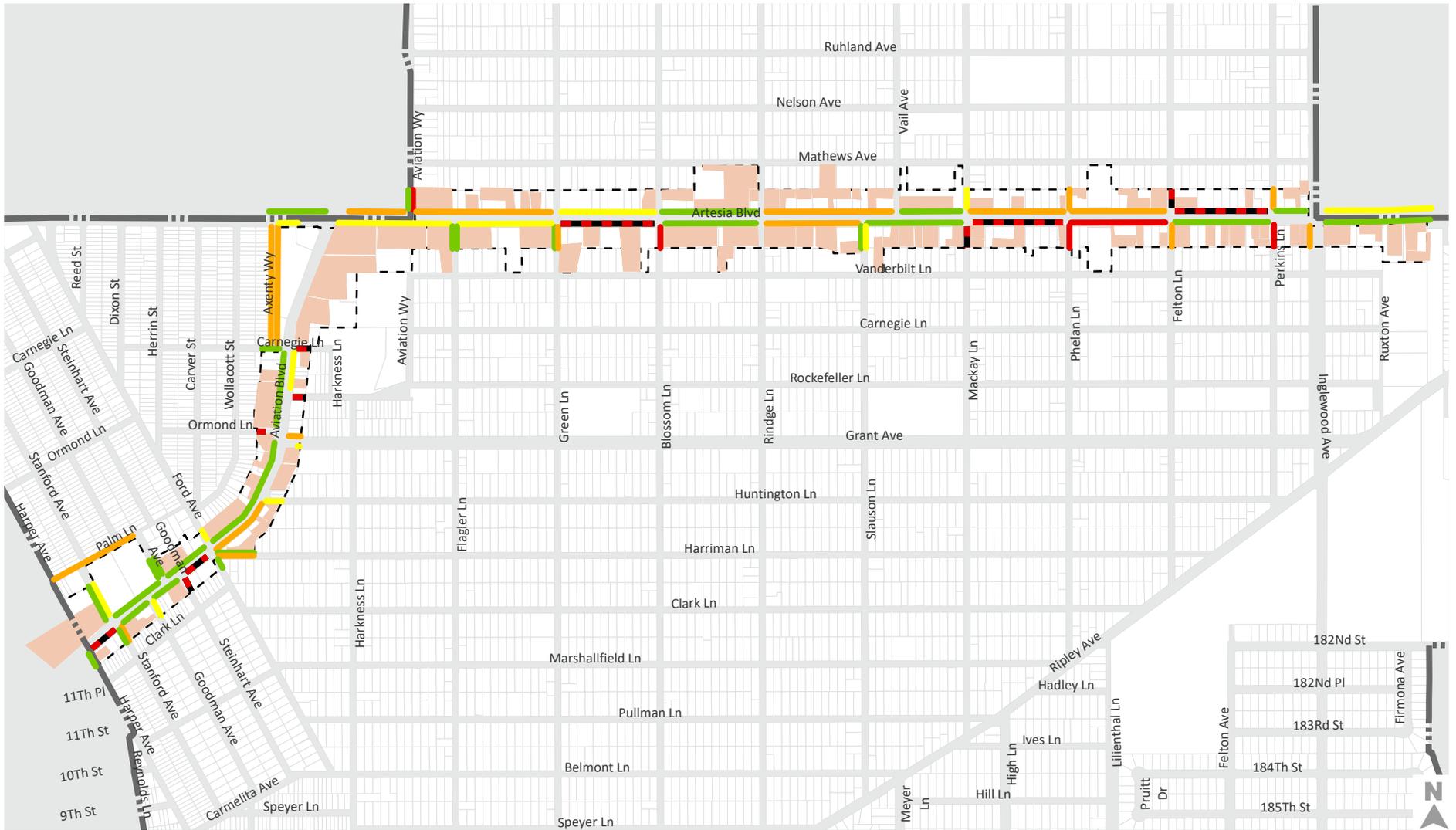
The overall parking supply within the Plan Area boundary is more than adequate to accommodate existing demand. Ideally, an efficiently parked area would be around 85% utilized, keeping a 15% vacant space buffer to prevent excessive waiting or vehicles circling around blocks looking for available spaces. The on-street occupancy is at most 68% and the off-street occupancy is at most 50% within the study area. By harnessing the efficiencies of shared parking lots (either public or privately-owned) the study area can accommodate existing demand and some future growth in land uses using the existing supply of parking.

Parking occupancy data captured in this analysis will be used to calibrate an existing conditions shared parking model. As part of this calibration effort, we compared the parking demand observed along the Artesia-Aviation corridor for each land use category with the demand ratios recommended by ULI. Generally, the peak parking demand for retail and services along the corridor were less than half of what would be expected based on ULI ratios while the restaurant uses were generally consistent with the ULI ratios. A variety of factors contribute to the difference

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between the observed demand on the corridor and the ULI ratios, including the possibility of vacant units in shared commercial buildings. Another aspect to consider, while our midday counts reliably capture the peak demand for most retail and service uses, other less common uses on the corridor – such as hotels – have peak demand at other times of day. We will assess land use considerations in detail as part of our shared parking model development. The model can then be adapted to assess a variety of future growth scenarios and whether existing parking supply can accommodate different amounts of growth.



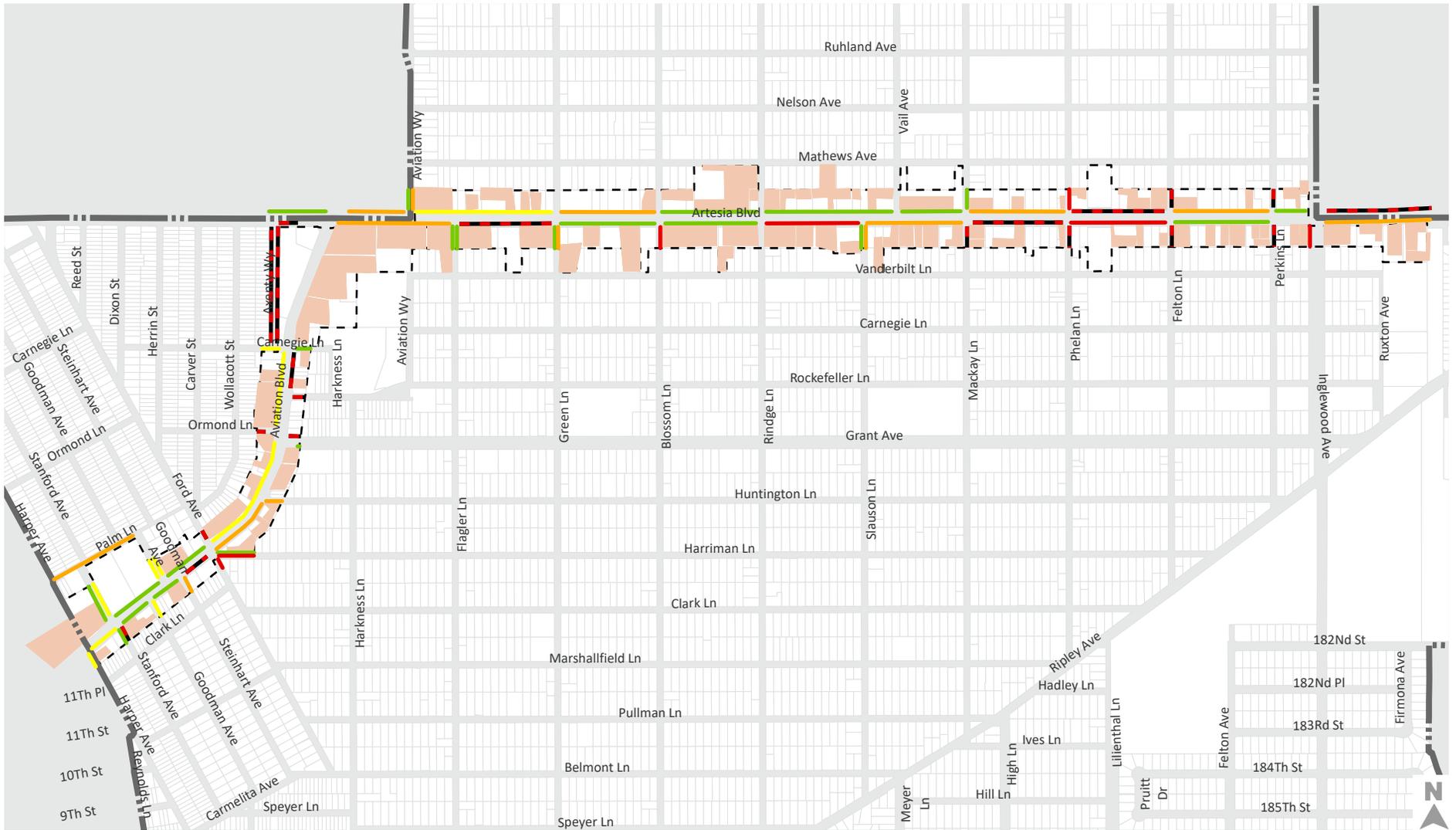
**Occupancy Percent**

- 0% - 40%
- 61% - 80%
- 81% - 90%
- 91% - 100%
- Artesia-Aviation Area Plan Boundary
- Off-Street Parking Lots

Figure 1

**On Street Parking Occupancy - Thursday**





**Occupancy Percent**

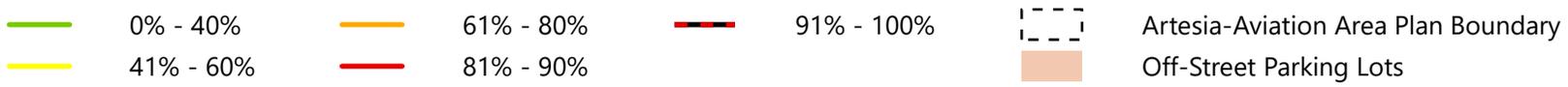
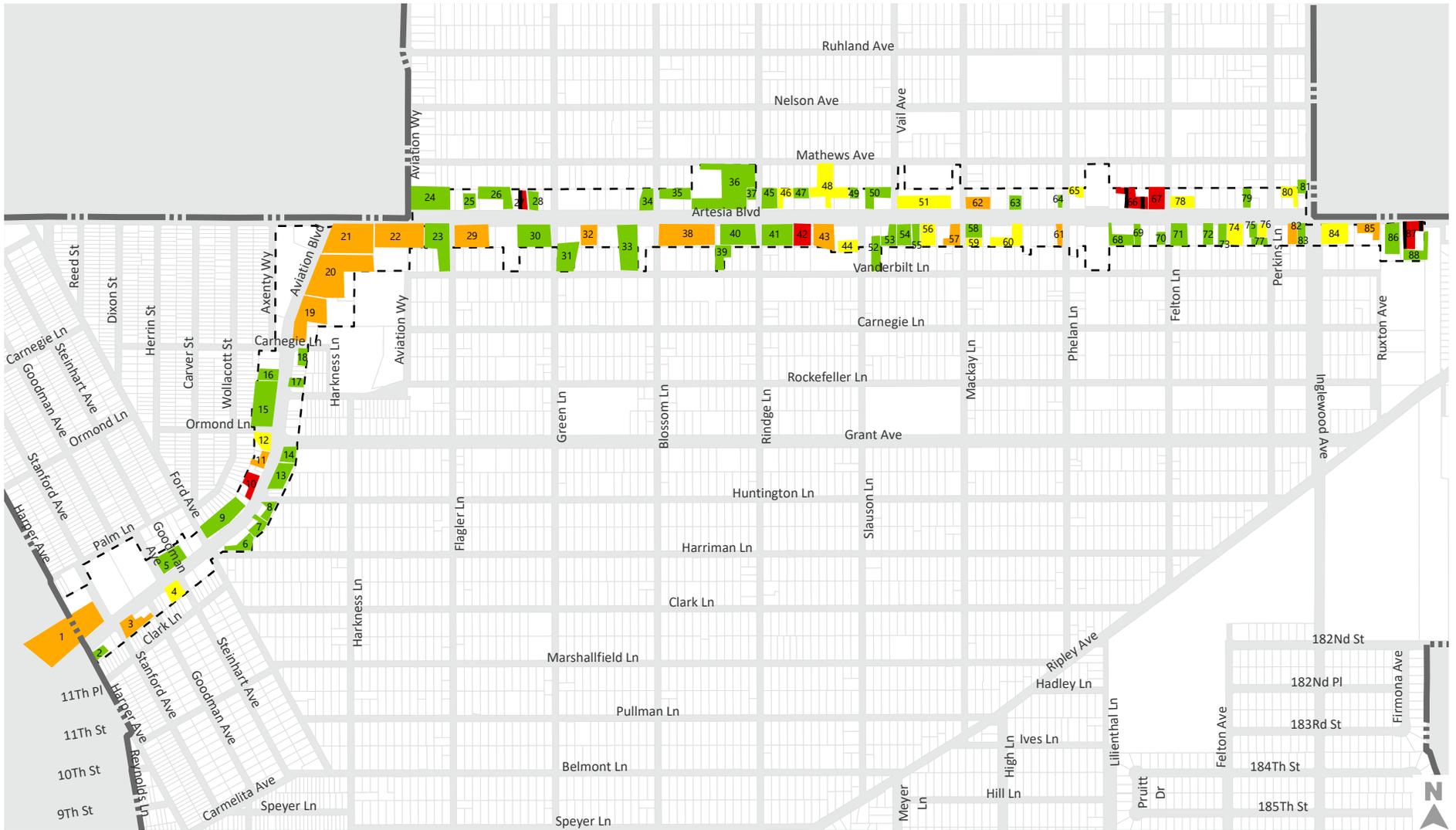


Figure 2



**On Street Parking Occupancy - Saturday**



**Occupancy Percent**

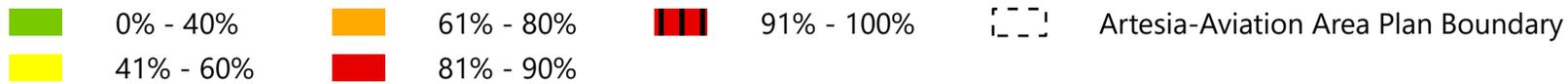
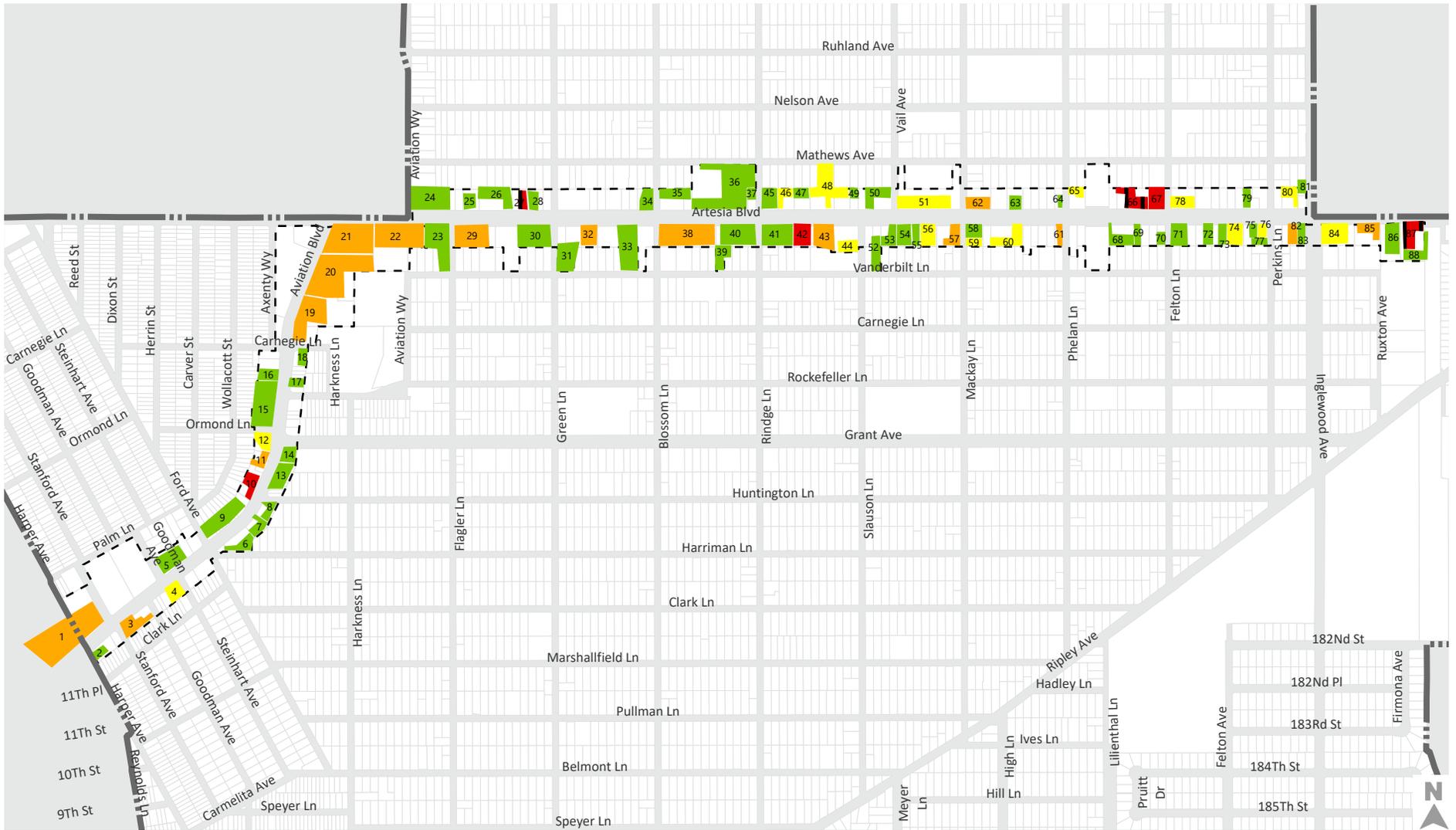


Figure 3

**Off Street Parking Occupancy - Thursday**





**Occupancy Percent**

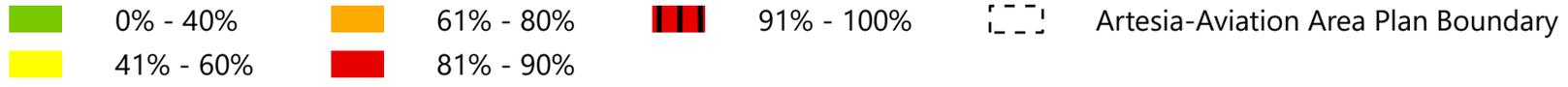


Figure 4

**Off Street Parking Occupancy - Saturday**



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#### Appendix A: Off-Street Lot Occupancy (Weekday and Weekend Peak Periods)

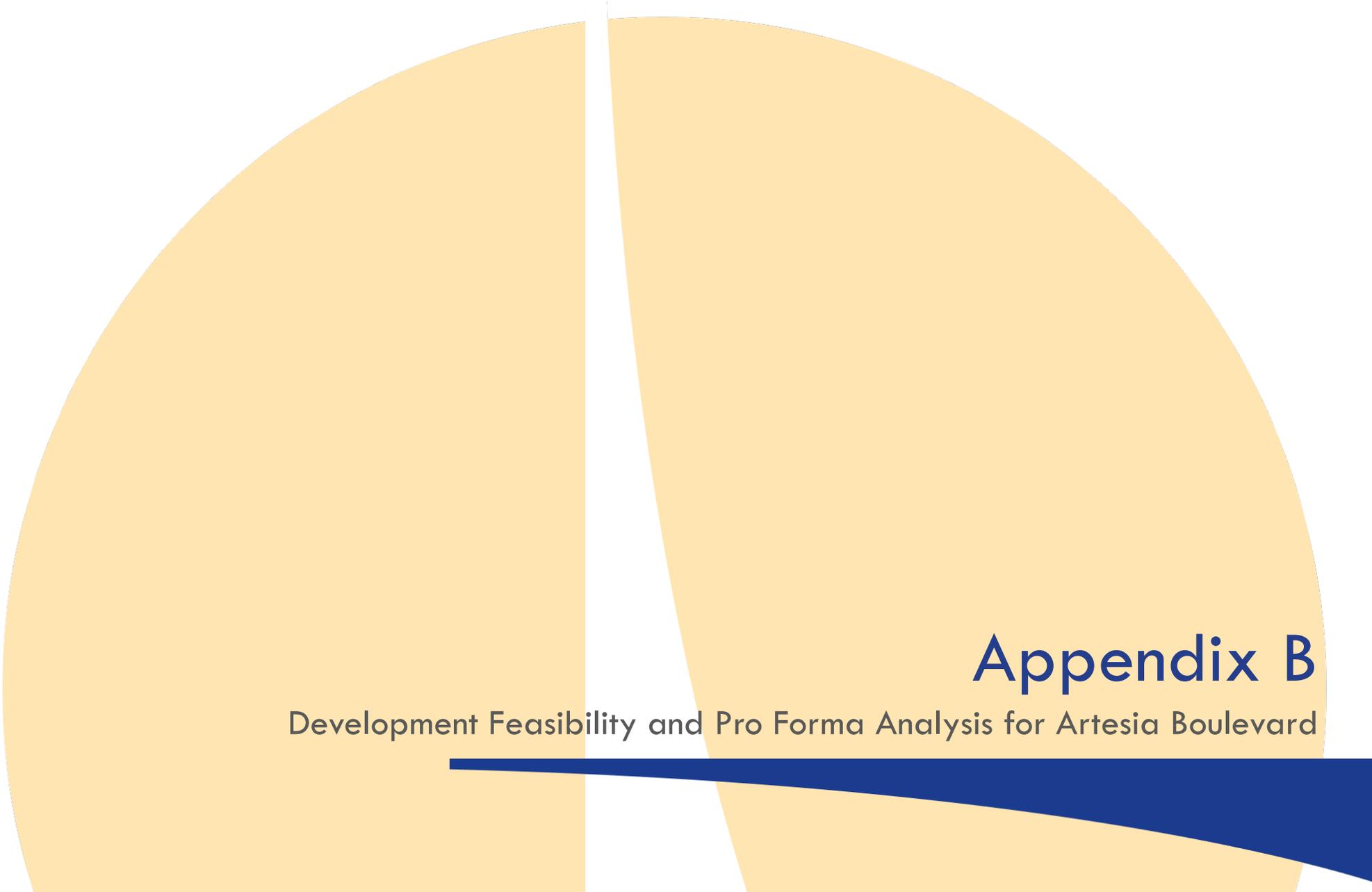
Lot #	Land Use	Supply	Weekday Vehicles	Weekend Vehicles	Weekday Occupancy	Weekend Occupancy	Restriction Notes
1	Retail, Restaurant, Services	174	108	135	62%	78%	7 ADA, 6 10-Minute
2	Services	10	4	0	40%	0%	8 Reserved, 1 Guest, 1 ADA
3	Services	18	15	11	83%	61%	1 ADA
4	Retail	8	2	4	25%	50%	1 ADA
5	Automotive	0	0	0	0%	0%	*Auto storage lot not included
6	Services	35	19	8	54%	23%	1 ADA
7	Services	0	0	0	0%	0%	*No current building tenant
8	Services	16	3	2	19%	13%	1 Reserved, 1 ADA
9	Automotive	0	0	0	0%	0%	*Auto storage lot not included
10	Restaurant, Retail	15	7	13	47%	87%	1 ADA
11	Restaurant, Services	16	8	10	50%	63%	15 1-Hour, 1 ADA
12	Retail	9	6	5	67%	56%	1 ADA
13	Retail	13	4	4	31%	31%	1 ADA
14	Retail	9	5	2	56%	22%	1 ADA
15	Services	55	13	15	24%	27%	2 ADA
16	Services	17	2	0	12%	0%	10 2-Hour, 1 ADA, 6 Tandem
17	Services	8	3	3	38%	38%	1 ADA
18	Services	20	13	6	65%	30%	2 ADA
19	Restaurant, Retail	76	51	52	67%	68%	68 2-Hour, 4 ADA, 4 15-Minute
20	Services, Restaurant, Retail	129	59	82	46%	64%	121 2-Hour, 4 ADA, 2 Reserved, 2 15-Minute
21	Services	28	16	22	57%	79%	1 ADA
22	Retail	85	56	54	66%	64%	3 ADA, 23 Rental Car
23	Services	13	4	3	31%	23%	3 ADA
24	Restaurant	47	30	10	64%	21%	3 ADA
25	Hotel	15	1	5	7%	33%	1 ADA
26	Services	35	13	8	37%	23%	2 ADA
27	Restaurant	11	9	10	82%	91%	1 ADA
28	Services	11	8	3	73%	27%	1 ADA
29	Services, Restaurant	27	17	17	63%	63%	6 10-Minute, 2 ADA, 3 Parallel
30	Institution	34	20	9	59%	26%	2 ADA, 2 Police
31	Institution	37	22	14	59%	38%	2 ADA, 4 Staff
32	Services	16	4	11	25%	69%	1 ADA
33	Services	77	15	27	19%	35%	3 ADA
34	Services	8	5	0	63%	0%	1 ADA
35	Services, Restaurant	33	10	12	30%	36%	3 ADA
36	Retail	0	0	0	0%	0%	*Former Haggen Grocery Store
37	Restaurant	11	2	3	18%	27%	1 ADA
38	Services, Restaurant	56	49	41	88%	73%	3 ADA, 4 10-Minute
39	Services	25	17	5	68%	20%	1 ADA
40	Services	13	6	3	46%	23%	2 ADA
41	Retail	17	1	2	6%	12%	2 ADA
42	Restaurant	27	23	22	85%	81%	2 ADA
43	Retail	35	33	24	94%	69%	3 ADA

Sean Scully, Planning Manager  
 Jin Kim, Traffic Engineer  
 City of Redondo Beach  
 February 28, 2019  
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Lot #	Land Use	Supply	Weekday Vehicles	Weekend Vehicles	Weekday Occupancy	Weekend Occupancy	Restriction Notes
44	Services, Retail	17	2	7	12%	41%	1 ADA
45	Restaurant	15	12	5	<b>80%</b>	33%	1 ADA
46	Services	23	15	10	65%	43%	2 ADA
47	Retail	19	1	2	5%	11%	1 ADA
48	Services, Restaurant, Retail	71	53	35	75%	49%	69 2-Hour, 2 ADA
49	Restaurant	8	1	2	13%	25%	1 ADA
50	Services	33	8	4	24%	12%	2 ADA
51	Services, Restaurant, Retail	64	13	33	20%	52%	4 ADA, 1 15-Minute, 2 10-Minute
52	Services	35	4	3	11%	9%	2 ADA
53	Services	18	7	4	39%	22%	4 Compact, 1 ADA
54	Services	15	8	0	53%	0%	
55	Services	8	5	0	63%	0%	1 ADA
56	Services	19	10	8	53%	42%	4 Guest, 15 Reserved
57	Retail	19	12	14	63%	74%	2 Compact, 1 ADA
58	Restaurant	15	14	5	<b>93%</b>	33%	1 ADA
59	Retail	12	5	5	42%	42%	
60	Retail	32	17	18	53%	56%	2 ADA
61	Restaurant	6	1	4	17%	67%	1 ADA
62	Services, Restaurant, Retail	25	11	16	44%	64%	1 ADA
63	Retail	13	3	2	23%	15%	1 ADA
64	Restaurant	7	0	1	0%	14%	1 ADA, <b>Closed until 4 PM</b>
65	Services, Retail	15	10	9	67%	60%	2 Staff
66	Services, Restaurant	41	41	37	<b>100%</b>	<b>90%</b>	2 ADA
67	Restaurant	14	4	12	29%	<b>86%</b>	1 ADA
68	Services	29	0	7	0%	24%	2 ADA
69	Services	15	7	2	47%	13%	2 Compact, 1 ADA
70	Services	9	2	2	22%	22%	
71	Restaurant	29	22	9	76%	31%	1 ADA
72	Services	20	6	0	30%	0%	2 ADA
73	Services	10	2	0	20%	0%	
74	Services	13	8	7	62%	54%	1 ADA
75	Restaurant	5	1	1	20%	20%	1 ADA
76	Services	2	1	1	50%	50%	1 ADA
77	Services	14	3	3	21%	21%	
78	Services, Retail	19	19	10	<b>100%</b>	53%	1 ADA
79	Services, Retail	16	1	0	6%	0%	1 ADA
80	Restaurant	18	17	10	<b>94%</b>	56%	1 ADA
81	Retail	7	3	2	43%	29%	1 ADA
82	Services	11	7	8	64%	73%	1 ADA
83	Retail	5	3	2	60%	40%	1 ADA
84	Services, Retail	13	7	7	54%	54%	1 ADA
85	Services	19	16	15	<b>84%</b>	79%	1 ADA
86	Hotel	40	8	8	20%	20%	2 ADA
87	Services, Retail	39	19	37	49%	<b>95%</b>	3 ADA, 1 Compact
88	Services, Retail	23	10	7	43%	30%	1 ADA
<b>Total</b>		<b>2,189</b>	<b>1,102</b>	<b>1,031</b>	<b>50%</b>	<b>47%</b>	

**Bold** indicates occupancy greater than or equal to 80%.

A large orange circle is centered on the page. A white vertical line runs through the center of the circle. A blue horizontal bar, which tapers from left to right, is positioned across the lower portion of the circle.

# Appendix B

Development Feasibility and Pro Forma Analysis for Artesia Boulevard

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# bae urban economics

## Memorandum – DRAFT FOR DISCUSSION

**To:** Wendy Nowak, Principal, PlaceWorks  
Suzanne Schwab, Senior Associate, PlaceWorks

**From:** BAE Urban Economics

**Date:** March 5, 2019

**Re:** Feasibility and Pro Forma Analysis for Artesia Boulevard Development Concepts

### Executive Summary

This memorandum summarizes the financial feasibility of four development “concepts” on a hypothetical 1.79-acre block along Artesia Boulevard in the City of Redondo Beach. In addition to testing the financial feasibility of the four development concepts, this Memo also explores potential reasons for why the stretch of Artesia Boulevard between Inglewood Avenue and Aviation Boulevard (the Corridor) has not seen the type of new development and revitalization desired by the local community. Potential explanations to this end are described as follows:

#### **Low vacancy rates point to already successful businesses**

The retail vacancy rate along the Corridor is currently 3.8 percent (CoStar, 2019). This would seem to indicate that businesses along the Corridor are functioning, even if the retail mix itself is not desired by the local community.

#### **High underlying land value**

If businesses along the Corridor are already generating sufficient cash flow, there may be little incentive for current landowners to risk an otherwise stable revenue stream. This overall lack of turnover is reflected in land sales data, with very few transactions for which a reliable comparable can be derived. The resulting land value, meanwhile (\$6.9 million/acre), is sufficiently high to prohibit lower-scale types of construction as limited by current zoning development standards.

#### **Lack of Recent Development and Low Comparables**

The average retail building along the Corridor was constructed in 1963 (CoStar, 2019). Older, Class B and C buildings generally command lower rents, and retail rents along the Corridor are

significantly lower than they are in other areas of Redondo Beach (\$2.65/sf versus \$3.16/sf, NNN)<sup>1</sup>. This is also the case for the Corridor’s office supply, which commands lower rents than the City of Redondo Beach’s overall average rent (\$2.22/sf versus \$2.79/sf, Gross Direct). Developers in general are reluctant to invest in areas without a “proof of concept”, and the Corridor has not seen any significant market-rate development in this real estate cycle (e.g., post Great Recession).

### Considerations for Improving Feasibility

If the City’s goal is to encourage redevelopment of the corridor and/or transition to different uses, it is useful to understand what changes could be made to help incentivize property owners to make a new investment in their properties. Following is a list of approaches for the City to consider to encourage new development on the corridor.

#### **Allow for Flexible Parking Standards for Desired Uses**

Flexibility with local parking standards can have a tremendous impact on a project’s financial feasibility. As the community desires the area to be more walkable, there may be an opportunity to reduce the number of parking spaces required for a project (which also may encourage people to walk vs. drive to a business along the corridor). As demonstrated later in this report, land use mixes and concepts that allow for lowered parking ratios and the ability to park vehicles offsite (such as on-street), substantially improve financial feasibility, pushing some otherwise infeasible projects to “marginally” feasible.

#### **Allow a Range of Uses to Harness Market Demand**

A broad range of allowable uses on the Corridor would allow the local market more flexibility to adapt and adjust to local need. For reference, the current commercial mix along Artesia is currently skewed towards retail, with approximately 363,137 square feet tracked by CoStar in 2019. Office inventory is estimated to be 87,163 square feet, making up just under 20 percent of commercial space along the corridor. In addition, the allowance of residential uses will help support existing and new retail uses, and adds to pedestrian activity along the corridor.

#### **Allow for an increase in Floor Area Ratio (FAR) for desired uses**

Brokers with active listings along the Corridor have indicated that for some prioritized uses (e.g., a new restaurant, creative office), it may be necessary to allow for FARs over the current maximum of 0.5. Based on feedback from the GPAC and City staff, further feasibility testing can be performed to test the extent to which a variance in FAR, height, parking, or other incentives might tip the scales to achieve financial feasibility. This could also be paired in

<sup>1</sup> NNN stands for “net, net, net” or “triple net.” It indicates that tenants pay for common area maintenance, taxes, and other operating expenses in addition to their lease rates.

<b>San Francisco</b> 2600 10 <sup>th</sup> St., Suite 300 Berkeley, CA 94710 510.547.9380	<b>Sacramento</b> 803 2 <sup>nd</sup> St., Suite A Davis, CA 95616 530.750.2195	<b>Los Angeles</b> 448 South Hill St., Suite 701 Los Angeles, CA 90013 213.471.2666	<b>Washington DC</b> 700 Pennsylvania Ave. SE, 2 <sup>nd</sup> Floor Washington, DC 20003 202.588.8945	<b>New York City</b> 215 Park Ave. S, 6 <sup>th</sup> Floor New York, NY 10003 212.683.4486
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exchange for public benefits such as enhanced streetscape improvements or other desired amenities as expressed by the GPAC and the community.

### Introduction

BAE used pro formas models to test the feasibility of a variety of land uses along the corridor. Project concepts considered were developed based on the land use alternatives considered by GPAC and presented at Community Workshop #1 and the results of the community-wide “Focus Areas” Land Use Alternatives Survey. This tool is not a predictive model for the future, rather it should be viewed as a planning-level tool intended to allow decision-makers and the community to study and compare development scenarios based on today’s conditions and understand the implications of land use decisions under consideration. As part of this process, BAE studied four development concepts created by PlaceWorks and the City that were designed for a prototypical block along Artesia Boulevard.

Since the current mix of uses present in the corridor (predominantly retail) are viable uses with low vacancy rates, the four concepts selected to be analyzed were representative of uses or mixes of uses not prevalent along the corridor. This analysis was prepared to assess the development feasibility of a variety of uses should the General Plan Advisory Committee recommend a change to the existing uses allowed in the General Plan. A detailed site plan for each of the four concepts, including total square footage for each use type, required parking ratios, number of stories, and other relevant factors were developed. The four concepts are as follows:

- Concept 1: Two-story townhomes with 24 residences
- Concept 2: Three-story townhomes with 45 residences
- Concept 3A: “Mixed-Use” with ground-floor retail and 22 multifamily units above
- Concept 3B: “Commercial-Flex” with ground-floor retail and two stories of office

Concept 1 is a conditionally permitted development program using standards similar to MU-1 zoning, with resident parking for each unit located in a private garage and guest parking located onsite. The intensity of residential development for Concept 1 is consistent with nearby residential neighborhoods north and south of Artesia Boulevard.

Concept 2, meanwhile, would require amended parking standards, with private tandem garages for residents and on-street parking for guests. The development intensity represented by Concept 2 is consistent with the City’s highest residential densities allowed per the RH-3 zone. Concept 2 would also be conditionally permitted using standards similar to MU-1 zoning.

Concept 3A consists of 17,000 gross square feet of ground-floor retail space, with 22 multifamily units on two upper floors. This concept would require amended FAR and parking standards. FAR per the MU-1 requires minimum of 0.3 for commercial, and this concept

presents an FAR of 0.22 for commercial. The parking for this concept is a mix of surface and on-street parking. If current MU-1 standards were applied using Concept 3A the site could accommodate up to 62 residences.

Concept 3B maintains the same amount of ground-floor retail space as Concept 3A, but with 14,000 square feet of office space on the upper floors. Current commercial zoning regulations applicable to the corridor limit height for all commercial developments to thirty feet and two stories. Both the commercial and the mixed-use concepts require the use of on-street parking to meet current zoning requirements.

The financial feasibility analysis uses a static development pro forma model that shows the extent to which each of the development scenarios may or may not be feasible. These models are constructed in a manner that calculates the residual land value for the site after accounting for direct costs (hard and soft), financing, and developer return.

### Key Findings

A summary of the findings of the pro forma development feasibility analysis is presented in Table 1.

**Table 1: Summary of Feasibility Findings**

Development	Townhomes		Commercial	
	Concept 1 2-story townhome	Concept 2 3-story townhome	Concept 3A Retail+Residential	Concept 3B Retail+Office
Residential - (# units)	24	45	22	0
Residential - (sf, gross)	47,184	87,642	21,750	0
Ground fl retail (sf, gross)	0	0	17,000	17,000
Office (sf, gross)	0	0	0	14,000
Parking Spaces				
Private Garage (# spaces)	48	90	0	0
Surface (# spaces)	20	0	59	85
On-Street (# spaces)	0	26	26	29
Net Operating Income	N/A	N/A	\$1,199,136	\$882,453
Project Value	\$20,889,563	\$40,477,512	\$23,982,714	\$15,347,016
Development Cost	-\$17,699,381	-\$31,302,670	-\$16,631,471	-\$12,311,492
Residual Land Value (RLV)	\$3,190,182	\$9,174,842	\$7,351,243	\$3,035,524
<b>RLV per Acre</b>	<b>\$1,782,224</b>	<b>\$5,125,610</b>	<b>\$4,106,840</b>	<b>\$1,695,824</b>
<b>Feasible?</b>	<b>No</b>	<b>Marginal</b>	<b>Marginal</b>	<b>No</b>

Source: BAE, 2019.

Sources: CoStar, 2019; BAE, 2019.

Of the four development concepts analyzed, Concept 2 (three-story townhomes) yields the highest residual land value, with \$5.1 million/acre.

Concept 3A (Mixed-Use, Retail + Residential), meanwhile, yields the second highest residual land value, with \$4.1 million/acre.

Key findings from the financial analysis are as follows:

**Concept 1 – Two-Story Townhomes:**

Concept 1 is not feasible under current market conditions, with a residual land value of \$1.8 million/acre. This lack of financial feasibility is due to a number of factors, including the relative lack of scale given the size of the parcel (13.4 du/acre), smaller-than-average three-bedroom units, and lower sales estimates on a price-per-square foot basis.

**Concept 2 – Three-Story Townhomes:**

Concept 2, meanwhile, yields a significantly higher residual land value than Concept 1 (\$5.1 million/acre versus \$1.8 million/acre). It benefits from a greater scale, higher sales estimates on a price-per square foot basis, and flexibility with alternative parking standards. The resulting residual land value, however, may not be sufficient to convince a developer to move forward, at least in the near term.

**Concept 3A – Mixed-Use, Retail + Residential:**

Concept 3A (Retail + Residential) yields a higher residual land value than the Concept 3B (Retail + Office). This can be attributed in part to more leasable square footage overall (34,875 versus 27,900), high demonstrated demand for new multifamily residential, lower capitalization rates, and some flexibility with parking standards. A residual land value of \$4.1 million/acre, however, would not likely be sufficient to convince a developer to move forward in the near term.

**Concept 3B– Commercial Mix, Retail + Office:**

Concept 3B (Retail + Office) is not feasible under current market conditions, with a residual land value of \$1.7 million/acre. This is due to a number of factors, including higher capitalization rates for office versus residential, less overall square footage, and potentially significant costs associated with commercial tenant improvements.

## Methodology

To assess the financial feasibility of the proposed development concepts, BAE undertook a market-based financial analysis which included the following analytic steps:

- 1. Development Program:** BAE reviewed a detailed site plan for each of the four concepts, including total square footage for each use type, required parking ratios, number of stories, and other factors.
- 2. Cost Assumptions:** For each development, BAE estimated hard and soft construction costs, including on- and off-site costs, financing costs, and required developer profit.
- 3. Revenue and Project Value Assumptions:** For each concept, BAE estimated sales and rental revenues based on current market conditions. For income-generating properties, BAE calculated the value of the completed project components based on capitalizing net operating income (revenues less operating expenses), using market capitalization rates applicable to the land use product category.

More detailed assumptions about the development parameters, project costs, and revenues are appended to this memorandum as Appendix A-1 through Appendix A-3.

Next, BAE used a series of static pro formas to conduct this feasibility analysis. A static pro forma uses the assumptions described above to calculate the residual value of the site without accounting for the time value of money (i.e. inflation and discount rates). Instead, a static pro forma relies on capitalization rates determined in the market to account for the total value of the development if purchased outright at the time of analysis. This is the same method developers use to screen potential projects for feasibility.

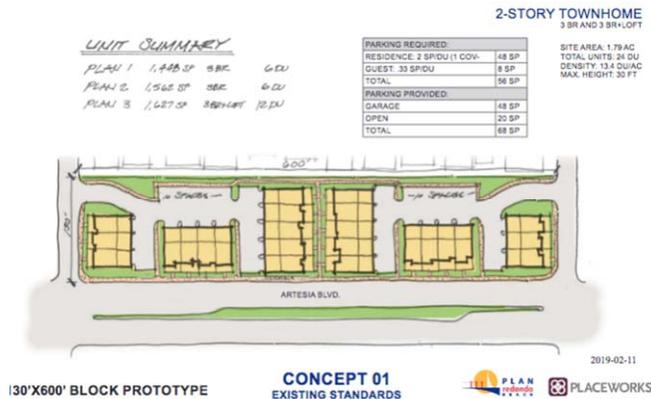
## Development Programs

The pro forma analysis tested the feasibility of four development concepts as summarized below.

**Concept 1 – Two-Story Townhomes:**

Concept 1 is configured as a low-rise, two-story townhome-style development with 24 three and three-bedroom-plus-loft units. Gross building area for the project totals 47,184 square feet, which includes a private garage for each residence. Average unit sizes total 1,566 square feet. Residential density is 13.4 dwelling units per acre, with a maximum building height of 30 feet.

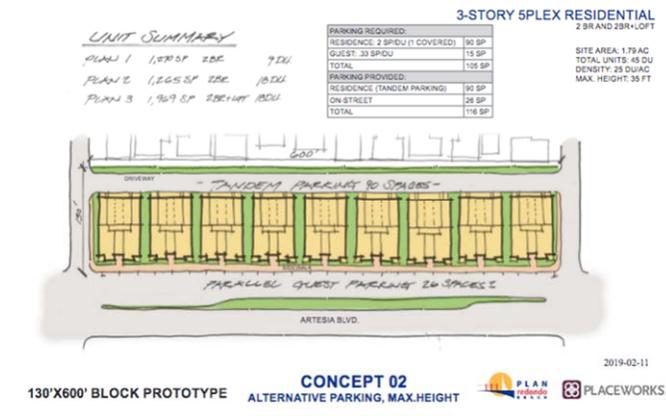
Figure 1: Concept 1 Site Plan



**Concept 2 – Three-Story Townhomes:**

Concept 2 is a three-story, townhome-style development with 45 two and two-bedroom-plus-loft units. Gross building area for this project totals 87,642 square feet, including the private garage for each residence. Average unit sizes are 1,548 square feet, which is fairly large for two-bedroom townhomes in this submarket. Residential density is 25 dwelling units per acre, with a maximum building height of 35 feet.

Figure 2: Concept 2 Site Plan



**Concept 3A – Mixed-Use, Retail + Residential:**

Concept 3A includes 22 multifamily dwelling units set atop approximately 17,000 square feet of ground-floor retail. The residential portion of the project would comprise 18 one-bedroom units and four two-bedroom units, with an average unit size of approximately 890 square feet, net circulation. For the retail portion of the project, parking would be provided at a ratio of one space per 250 square feet. The residential portion of the project, meanwhile, would feature one parking space per one-bedroom unit, and 1.5 parking spaces per two-bedroom unit.

Total FAR is approximately 0.50, with a maximum building height of 40 feet.

Figure 3: Concept 3A Site Plan

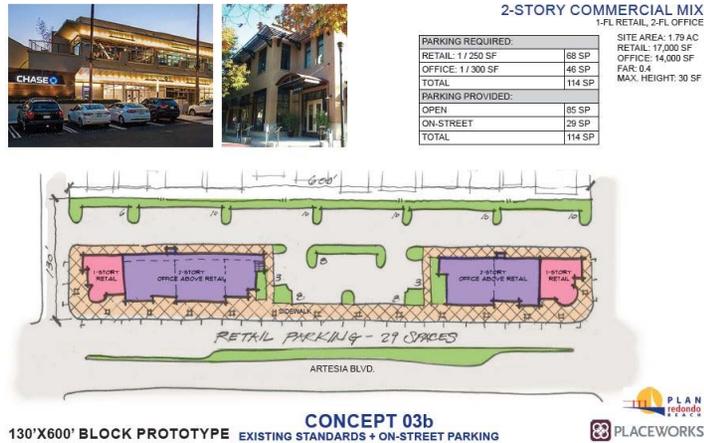


**Concept 3B – Commercial Mix, Retail + Office:**

Concept 3B includes 14,000 square feet of office space set atop 17,000 square feet of ground-floor retail. Parking would be provided at a ratio of one space per 250 square feet of retail and one space per 300 square feet of office space, equating to 85 surface spaces and 29 on-street spaces.

Total FAR for this concept is approximately 0.40, with a maximum building height of 30 feet.

Figure 4: Concept 3B Site Plan



**Financial Feasibility Findings**

The following section discusses the findings of the financial feasibility pro forma analysis for each development concept. The full pro formas can be found in Appendix B.

BAE utilized CoStar and ListSource, two comprehensive commercial real estate and property data platforms, to identify recently sold vacant land within the 90278 zip code that encompasses North Redondo Beach, including the Aviation and Artesia Boulevard corridors.

These sources identified three confirmed vacant land sales comparables within the zip code since 2012 with a median value of approximately **\$6.9 million per acre**—the starting point at which feasibility is measured.

**Concept 1 – Two-Story Townhomes:**

The baseline pro forma analysis reveals that Concept 1 is not likely feasible under current market conditions. After subtracting total development costs of \$17.7 million from the estimated townhome sales, the resulting residual land value is approximately \$1.8 million per acre (Table 2).

Table 2: Summary of Feasibility Findings – Concept 1

<b>Projected Revenue</b>	
Sales ppsf	\$573.00
Gross Sales	\$21,535,632
Less Marketing Costs	(\$646,069)
<b>Total Project Value</b>	<b>\$20,889,563</b>
Less Total Dev Costs	(\$17,699,381)
Residual Land Value	\$3,190,182
<b>RLV/acre</b>	<b>\$1,782,224</b>

Concept 1’s lack of feasibility is influenced by several factors, including a less intensive development program overall. In addition, Concept 1’s three-bedroom units (averaging 1,566 square feet) would be considered small in the context of similar projects in Redondo Beach, which otherwise range from 1,750 to over 2,000 square feet. This reduces the estimated sales price per square foot slightly when compared to Concept 2.

**Concept 2 – Three-Story Townhomes:**

Concept 2, meanwhile, yields a significantly higher residual land value than Concept 1 (\$5.1 million/acre versus \$1.8 million/acre). Concept 2 benefits from greater scale, higher sales estimates on a price-per square foot basis, and flexibility with alternative parking standards.

Table 3: Summary of Feasibility Findings – Concept 2

<b>Projected Revenue</b>	
Sales ppsf (Plans 1&2)	\$626.35
Sales ppsf (Plan 3)	\$573.00
Gross Sales	\$41,729,394
Less Marketing Costs	(\$1,251,882)
<b>Total Project Value</b>	<b>\$40,477,512</b>
Less Total Dev Costs	(\$31,302,670)
Residual Land Value	\$9,174,842
<b>RLV/acre</b>	<b>\$5,125,610</b>

Concept 2’s floorplans comprise two and two-bedroom-plus-loft units ranging from 1,265 to 1,969 square feet. Higher estimated sales price per square foot are due in part to the demonstrated success of two-bedroom sales in developments such as the new One South project, where two-bedrooms have sold for at least \$700 per square foot.

The total value of the project is \$40.5 million. After subtracting the total development costs of \$31.3 million, the resulting residual land value is approximately \$5.1 million per acre. While this does not quite reach the \$6.9 million threshold determined in the land value analysis, it comes the closest of all four scenarios analyzed.

**Concept 3A – Mixed-Use, Retail + Residential:**

High demonstrated demand for new multifamily residential, lower capitalization rates, and some flexibility with parking standards allow Concept 3A to yield a higher residual land value than the alternative concept with office.

After subtracting the total development costs of \$16.6 million from the estimated project value, the resulting residual value for Concept 3A is approximately \$4.1 million per acre (Table 4).

**Table 4: Summary of Feasibility Findings – Concept 3A**

<b>Projected Revenue</b>	
Gross Rents - Residential	\$795,193
Less Vacancy	(\$39,760)
Less Operating Expenses	(\$154,000)
<b>Net Operating Income (NOI)</b>	<b>\$601,434</b>
<b>Commercial</b>	
Gross Rents-Retail	\$667,202
Less Vacancy	(\$66,720)
Less Operating Expenses (NOI)	(\$2,780)
<b>NOI</b>	<b>\$597,702</b>
<b>Total NOI</b>	<b>\$1,199,136</b>
Blended Cap Rate	5.00%
Total Project Value	\$23,982,714
Less Total Dev Costs	(\$16,631,471)
<b>Residual Land Value</b>	<b>\$7,351,243</b>
<b>RLV/acre</b>	<b>\$4,106,840</b>

**Concept 3B – Commercial Mix, Retail + Office:**

The baseline pro forma analysis reveals that Concept 3B is not likely feasible under current market conditions. After subtracting total development costs of \$12.3 million from the project value at stabilization, the resulting residual land value is approximately \$1.7 million per acre (Table 5).

**Table 5: Summary of Feasibility Findings – Concept 3B**

<b>Projected Revenue</b>	
Gross Rents - Retail	\$667,202
Less Vacancy	(\$66,720)
Less Operating Expenses	(\$33,360)
<b>Net Operating Income (NOI)</b>	<b>\$567,122</b>
Gross Rents - Office	\$485,125
Less Vacancy	(\$48,513)
Less Operating Expenses	(\$121,281)
<b>NOI</b>	<b>\$315,331</b>
<b>Total NOI</b>	<b>\$882,453</b>
Blended Cap Rate	5.75%
Total Project Value	\$15,347,016
Less Total Dev Costs	(\$12,311,492)
<b>Residual Land Value</b>	<b>\$3,035,524</b>
<b>RLV/acre</b>	<b>\$1,695,824</b>

Despite low office vacancy rates and little new supply in the last decade, gross direct rents for office space in Redondo Beach submarket have flatlined since 2017. Vacancy rates, meanwhile, have also crept up, enabling residential rents in many cases to surpass office rents on a per-square-foot basis.

**Further Considerations for Improving Feasibility**

The Artesia Boulevard corridor has not seen any significant market-rate development in this real estate cycle (e.g., post Great Recession). The following recommendations are meant to augment those discussed in the Executive Summary, could potentially increase residual land values to the point of bringing “marginally feasible” development concepts to fully feasible.

**Impact Fee Reduction Targeted to Corridor Revitalization**

Impact Fees can provide an important source of revenue to ensure that adequate infrastructure accommodates new development. Concepts that feature new residential units, however, currently face impact fees in excess of \$37,000 per unit. While these fees alone do not render any individual project infeasible, areas targeted for revitalization such as the Artesia corridor could potentially benefit from an impact fee reduction.

**Developer Outreach for Implementation Phase**

Developers in general are reluctant to invest in areas without a “proof of concept”. The Artesia corridor’s lack of recent development activity, for example, precluded BAE from effectively identifying “teardown” sales to derive land values, while the lack of recent market comparables introduces yet another layer of uncertainty.

To the extent that clear, objective development standards for Artesia Boulevard can be effectively marshalled through the planning process, developers may be more open to opportunities for revitalizing the corridor.

### Appendix A-1: Assumptions that Apply to All Uses

The following key assumptions were used for all development types and do not change significantly by use.

1. **Parking Costs:** The analysis assumes that none of the concepts would require structured or podium parking, which in normal circumstances would cost upwards of \$35,000 per stall. Surface parking, meanwhile is estimated to be \$5,000 per space, while costs for private garages for the townhome concepts are included in the hard cost estimates.
2. **Site Prep Costs:** The analysis assumes that site preparation costs are \$10 per site square foot. This includes demolition of existing structures, on/offsite costs (grading, curb cuts), and streetscape amenities. For concepts that require a portion of the parking to be located “on-street”, site preparation costs of \$15 per site square foot are assumed instead.
3. **Land Costs:** Land costs are not included in the pro formas themselves. The pro formas return a residual land value that represents the amount that a developer would be willing to pay for land and still undertake the project.
4. **Developer Profit:** The developer profit is the amount that the developer earns after covering overhead and other internal costs. This analysis assumes that the developer profit must meet a minimum threshold of ten percent of total construction costs.
5. **Loan-to-Cost Ratio:** The construction loan-to-cost ratio is assumed to be 70 percent. This is consistent with standard lending practices for projects of this scale backed by a qualified developer.
6. **Financing Costs:** The analysis assumes that developers will be charged 1.5 percent in loan fees and a 6.5 percent annual interest rate. Changes in the interest rate could change development feasibility.
7. **Capitalization Rates:** Capitalization rates for the commercial concepts vary by use and are listed separately. For concepts with more than one use (for example, multifamily residential atop ground-floor retail), the capitalization rate for the primary use is weighted more heavily.

### Appendix A-2: Assumptions for Commercial Uses

The following assumptions specifically apply to ground-floor retail as well as office uses.

1. **Parking Ratios:** The analysis assumes a parking ratio of one space per 250 gross square feet of retail space, and one space per 300 gross square feet of office space.
2. **Development Costs:** This analysis assumes that construction hard costs for the retail plus office mix are approximately \$191 per gross square foot. This is based on data from RS Means 2018 for a 2-4 story office building with a Los Angeles location factor.
3. **Tenant Improvement Allowance:** This analysis assumes a tenant improvement allowance of \$25 per leasable square foot of office space and \$50 per leasable square foot of retail.
4. **Rents:** Based on Q4 2018 data from CoStar, monthly office rents are assumed to be \$3.21 per square foot, gross. Due to the lack of recent office comparables within the City of Redondo Beach, a fifteen percent premium has been assumed for new construction. Retail rents, meanwhile, are projected to be \$3.63 per square foot, triple-net.
5. **Operating Costs:** Because office rents are expressed as full service, the developer would be expected to pay for common area maintenance, property taxes, and other costs from the gross rent. Thus, operating costs are calculated as 25 percent of total rental revenue. Retail spaces would be leased on a triple net basis, with tenants paying for operating expenses separately.
6. **Vacancy Rate:** A vacancy rate of ten percent is assumed for both office and retail space. Although vacancy rates are currently lower for both, the long-term equilibrium vacancy rate for commercial space is 10 percent. In order to provide a conservative estimate of revenues at stabilization, this analysis uses a 10 percent vacancy rate.
7. **Capitalization Rate:** This analysis uses a capitalization rate of 5.75 percent for the “commercial mix” office project. Cap rates were estimated based on investor reports, data provided by developers, and a review of CoStar data.

### Appendix A-3: Assumptions for Residential (Townhome)

The following assumptions specifically apply to townhome residential uses.

1. **Parking Ratio:** The analysis assumes a parking ratio of two vehicle spaces per townhome unit, with guest parking provided at a rate of 0.33 spaces per unit.
2. **Development Costs:** This analysis assumes that multifamily residential construction hard costs for both townhome scenarios are approximately \$211/sf. This is sourced from RS Means 2018, and models a luxury three-story townhouse w/ brick veneer and Los Angeles location factor.
3. **Sales Prices:** Sales prices are based on 12-month price history for both two and three-bedroom townhomes from Redfin. Adjustments have been made to account for a new construction premium.

### Assumptions for Residential (Multifamily)

The following assumptions specifically apply to the multifamily residential uses.

1. **Parking Ratio:** The analysis assumes a parking ratio of one vehicle space per one-bedroom unit, and 1.5 vehicles spaces per two-bedroom unit. Guest parking would be provided at a rate of 0.2 spaces per unit.
2. **Development Costs:** This analysis assumes that construction hard costs are approximately \$228 per gross square foot. This is based on data from RS Means 2018, for a residential project of up to four stories, along with a Los Angeles location factor.
3. **Market-Rate Rental Unit Prices:** Rents are based on Q4 2018 data from CoStar, and shown on a price-per-square-foot basis for each unit type (one and two bedroom). Due to the lack of recent multifamily comparables within the City of Redondo Beach, a twenty percent premium has been assumed.
4. **Operating Costs:** Multifamily building operating costs are assumed to be \$7,000 per unit per year.
5. **Vacancy Rate:** The overall vacancy rate for market-rate units is assumed to be five percent, which reflects the long-term vacancy rate of multifamily developments.
6. **Capitalization Rate:** Cap rates were based on investor reports, data provided by developers, and a review of CoStar data. While a cap rate as low as 4.75 percent might be assumed for a project with primarily residential uses, the introduction of a sizable mix of retail space in this scenario (17,000 gross square feet) requires a “blended” cap rate of five percent.

## Appendix B: Full Pro Forma Analysis

Table 6: Pro Forma for Concept 1

Development Program Assumptions - Concept 1			Cost and Income Assumptions		Development Cost Assumptions		Feasibility Analysis	
<b>Site Size - acres / square feet (sf)</b>	<b>1.79</b>	<b>77,972</b>	<b>Construction</b>		<b>Construction Costs</b>		<b>Condominiums</b>	
Commercial Area (sf)		0	Site Prep Cost (per site sf) (a)	\$20.00	Site Prep Cost	\$1,559,448	Gross Sales	\$21,535,632
			Construction Costs		Hard Costs	\$9,970,642	Less Marketing Costs	(\$646,069)
			Hard Costs (per sf) (b)	\$211.31	Parking Costs	\$340,000	Total Project Value	\$20,889,563
			Parking Costs		Soft Costs	\$2,374,018		
<b>Dwelling Units (du)</b>		<b>24</b>	per surface space	\$5,000	Impact Fees	\$896,509		
Total Residences (number du)		24	per podium space	\$35,000	<b>Subtotal Construction Costs</b>	<b>\$15,140,617</b>		
Total Liveable Space (gross, sf)		37,584	Impact Fees (per du) (c)	\$37,355			<b>Feasibility</b>	
Garage Space - sf per unit / total sf	400	9,600	Soft Costs, % Hard Costs	20%			Total Project Value	\$20,889,563
Gross Building Area (sf)		47,184					Less Total Dev Costs	(\$17,699,381)
							Residual Land Value	\$3,190,182
<b>Unit Summary - Total # / sf</b>			<b>Revenue</b>		<b>Financing Costs</b>			
Plan 1 (3 br)	6	1,448	Sales ppsf / sales price (d)		Interest on Construction Loan	\$885,726		
Plan 2 (3 br)	6	1,562	Plan 1	\$573	Points on Construction Loan	\$158,976		
Plan 3 (3 br plus loft)	12	1,627	Plan 2	\$573	<b>Subtotal Financing Costs</b>	<b>\$1,044,703</b>		
Total	24	1,566	Plan 3	\$573				
			Marketing Costs, as % sales price	3.0%	<b>Developer Profit</b>			
<b>Required Parking</b>			<b>Financing</b>		Developer Profit, % total const cost	10%		
Residential - per du / total #	2.33	56	Construction Loan to Cost Ratio	70%	Developer Profit	\$1,514,062		
			Construction Loan Fee (points)	1.5%	<b>Total Development Cost</b>	<b>\$17,699,381</b>	RLV	\$3,190,182
<b>Provided Parking</b>			Interest Rate	6.5%			<b>RLV/acre</b>	<b>\$1,782,224</b>
Garage - total #		48	Period of Initial Loan (months)	18				
Open - total #		20	Drawdown Factor	60%				
Total Spaces Provided		68	Total Hard and Soft Costs	\$15,140,617				
			Total Loan Amount	\$10,598,432				

## Notes:

- (a) Includes Demolition, On/Offsite Costs (grading, curb cuts), and streetscape amenities  
(b) Per RS Means 2018, luxury two-story townhouse with Los Angeles Location factor  
(c) Includes Impact Fees such as Quimby, school district, wastewater, and public arts.  
(d) Per Redfin, 12-month sales data for 3BR townhomes within Redondo Beach, adjusted for recently built comps

Sources: City of Redondo Beach, 2019; CoStar, 2019; RS Means, 2018; BAE, 2019.

**Table 7: Pro-Forma for Concept 2**

Development Program Assumptions - Concept 2			Cost and Income Assumptions			Development Cost Assumptions			Feasibility Analysis	
<b>Site Size - acres / square feet (sf)</b>			<b>Construction</b>			<b>Construction Costs</b>			<b>Condominiums</b>	
Commercial Area (sf)	1.79	77,972	Site Prep Cost (per site sf) (a)		\$25.00	Site Prep Cost	\$1,949,310	Gross Sales	\$41,729,394	
		0	Construction Costs			Hard Costs	\$18,519,986	Less Marketing Costs	<b>(\$1,251,882)</b>	
<b>Dwelling Units (du)</b>			Parking Costs			Soft Costs			Total Project Value	
Total Residences (number du)		45	per surface space		\$5,000	Parking Costs (e)	\$450,000		\$40,477,512	
Total Liveable Space (gross, sf)		69,642	per podium space		\$35,000	Soft Costs	\$4,183,859			
Garage Space - sf per unit / total sf	400	18,000	Impact Fees (per du) (c)		\$37,203	Impact Fees	\$1,674,150			
Gross Building Area (sf)		87,642	Soft Costs, % Hard Costs		20%	<b>Subtotal Construction Costs</b>	<b>\$26,777,305</b>			
<b>Unit Summary - Total # / sf</b>			<b>Revenue</b>			<b>Financing Costs</b>			<b>Feasibility</b>	
Plan 1 (2 br)	9	1,270	Sales ppsf / sales price (d)			Interest on Construction Loan	\$1,566,472	Total Project Value	\$40,477,512	
Plan 2 (2 br)	18	1,265	Plan 1	\$626	\$795,463	Points on Construction Loan	\$281,162	Less Total Dev Costs	<b>(\$31,302,670)</b>	
Plan 3 (2 br plus loft)	18	1,969	Plan 2	\$626	\$792,331	<b>Subtotal Financing Costs</b>	<b>\$1,847,634</b>	Residual Land Value	\$9,174,842	
Total	45		Plan 3	\$573	\$1,128,237					
			Marketing Costs, as % sales price		3.0%					
<b>Required Parking</b>			<b>Financing</b>			<b>Developer Profit</b>				
Residential - per du / total #	2.33	105	Construction Loan to Cost Ratio		70%	% total const cost	10%			
			Construction Loan Fee (points)		1.5%	Developer Profit	<b>\$2,677,731</b>	RLV	\$9,174,842	
<b>Provided Parking</b>			Interest Rate			Total Development Cost			RLV/acre	
Tandem Garage - total #		90	Interest Rate		6.5%		\$31,302,670		\$5,125,610	
On Street - total #		26	Period of Initial Loan (months)		18					
Total Spaces Provided		116	Drawdown Factor		60%					
			Total Hard and Soft Costs		\$26,777,305					
			Total Loan Amount		\$18,744,114					

Notes:

- (a) Includes Demolition, On/Offsite Costs (grading, curb cuts), and streetscaping amenities, and off-street parking.
- (b) Per RS Means 2018, luxury three-story townhouse w/ brick veneer with LA location factor.
- (c) Includes Impact Fees such as Quimby, school district, wastewater, and public arts.
- (d) per Redfin, 12-month sales data for 2BR townhomes within Redondo Beach, adjusted for recently-built comps.
- (e) Excludes costs associated with on-street parking

Sources: City of Redondo Beach, 2019; CoStar, 2019; RS Means, 2018; BAE, 2019.

**Table 8: Pro Forma for Concept 3A – Mixed-Use, Retail + Residential**

Development Assumptions - Concept 3 Retail+Residential			Cost and Income Assumptions		Development Cost Assumptions		Feasibility Analysis	
<b>Site Size - acres / square feet (sf)</b>	<b>1.79</b>	<b>77,972</b>	<b>Construction</b>		<b>Construction Costs</b>		<b>Residential</b>	
Ground Floor Retail Area (gross, sf)		17,000	Site Prep Cost (per site sf) (a)	\$15.00	Site Prep Cost	\$1,169,586	Gross Rents	\$795,193
Commercial Space Net Leasable (sf)	90%	15,300	Construction Costs		Hard Costs	\$8,857,088	Less Vacancy	(\$39,760)
			Hard Costs (per sf) (b)	\$228.57	Comm'l Tenant Improvements	\$765,000	Less Operating Expenses	(\$154,000)
			Tenant Improvements (per sf, Retail)	\$50.00	Parking Costs (f)	\$405,000	<b>Net Operating Income (NOI)</b>	\$601,434
<b>Dwelling Units (du)</b>			Parking Costs		Soft Costs	\$2,239,335		
Total Residences (number du)		<b>22</b>	per surface space	\$5,000	Impact Fees	\$791,084		
Total Residential Space (gross, sf)		21,750	per podium space	\$35,000	<b>Subtotal Const Costs</b>	<b>\$14,227,092</b>	<b>Commercial</b>	
Residential Space Net Leasable (sf)	90%	19,575	Impact Fees (per du) (c)	\$30,462	<b>Financing Costs</b>		Gross Rents	\$667,202
			Impact Fees (per sf, comm'l) (c)	\$7.11	Interest on Construction Loan	\$832,285	Less Vacancy	(\$66,720)
			Soft Costs, % Hard Costs	20%	Points on Construction Loan	\$149,384	Less Operating Expenses	(\$2,780)
<b>Unit Summary - Total # / sf</b>			<b>Operations</b>		<b>Subtotal Financing Costs</b>	<b>\$981,669</b>	<b>NOI</b>	\$597,702
Plan 1 (1 br)	9	850	Residential Rent, (average ppsf/mo) (d)				<b>Total NOI</b>	\$1,199,136
Plan 2 (1 br)	9	900	Plan 1	\$3.56				
Plan 3 (2 br)	4	1,500	Plan 2	\$3.56				
Total	22		Plan 3	\$2.92				
			Vacancy Rate, annual average	5.0%	<b>Developer Profit</b>		Blended Cap Rate (g)	5.00%
Average Unit Size (net circulation)		890	Annual Operating Cost (per du)	\$7,000	% total construction cost	10%	<b>Feasibility</b>	
					Developer Profit	\$1,422,709	Total Project Value	\$23,982,714
<b>Required Parking</b>			Retail		<b>Total Development Costs</b>	<b>\$16,631,471</b>	Less Total Dev Costs	(\$16,631,471)
Retail, per 1,000 sf / total #	4.0	68	Rental Rate, ppsf/mo, NNN (e)	\$3.63			Residual Land Value	\$7,351,243
Residential, per du / total #	1.3	28	Vacancy Rate, annual average	10.0%				
Total Required Parking		96	Annual Operating Cost (% comm'l rev)	5.0%				
<b>Parking Configuration (# spaces)</b>			<b>Financing</b>				<b>RLV</b>	\$7,351,243
Open Parking (Surface)		59	Construction Loan to Cost Ratio	70%			<b>RLV/acre</b>	<b>\$4,106,840</b>
Covered Parking (Surface)		22	Construction Loan Fee (points)	1.5%				
On-Street Parking		26	Interest Rate	6.5%				
Total Parking		107	Period of Initial Loan (months)	18				
			Drawdown Factor	60%				
			Total Hard and Soft Costs	\$14,227,092				
			Total Loan Amount	\$9,958,964				

Notes:

- (a) Includes demolition, on/offsite costs (grading, curb cuts), on-street parking, and streetscape amenities.
- (b) Per RS Means 2018, 4-story residential with LA location factor
- (c) Includes Impact Fees such as Quimby, Redondo School District, Storm Drain, Wastewater, and Public Art.
- (d) per CoStar, Q4 2018, Redondo Beach multifamily, ppsf, with new construction premium.
- (e) per CoStar, Q4 2018, Redondo Beach retail, ppsf, with new construction premium.
- (f) Excludes costs associated with On-Street parking
- (g) Cap rates were estimated based on investor reports, data provided by developers, and a review of CoStar data.

Sources: City of Redondo Beach, 2019; CoStar, 2019; RS Means, 2018; BAE, 2019.

**Table 9: Pro Forma for Concept 3B – Commercial Mix, Retail + Office**

Development Assumptions - Concept 3 Retail+Office			Cost and Income Assumptions		Development Cost Assumptions		Feasibility Analysis	
<b>Site Size - acres / square feet (sf)</b>	<b>1.79</b>	<b>77,972</b>	<b>Construction</b>		<b>Construction Costs</b>		<b>Retail</b>	
Ground Floor Retail Area (sf)		17,000	Site Prep Cost (per site sf) (a)	\$15.00	Site Prep Cost	\$1,169,586	Gross Rents	\$667,202
Commercial Space Net Leasable (sf)	90%	15,300	Construction Costs		Hard Costs	\$5,918,024	Less Vacancy	(\$66,720)
<b>Commercial Office</b>			Hard Costs (per sf) (b)	\$190.90	Comm'l Tenant Improvements	\$1,080,000	Less Operating Expenses	(\$33,360)
Total Office Space (gross, sf)		14,000	Tenant Improvements (per sf, Office)	\$25.00	Parking Costs (e)	\$425,000	<i>Net Operating Income</i>	\$567,122
Office Space Net Leasable	90%	12,600	Tenant Improvements (per sf, Retail)	\$50.00	Soft Costs	\$1,718,522	(NOI)	
<b>Office Floorplate - sf</b>			Parking Costs		Impact Fees	\$220,512	<b>Office</b>	
Floor 1		7,000	per surface space	\$5,000	<b>Subtotal Const Costs</b>	<b>\$10,531,644</b>	Gross Rents	\$485,125
Floor 2		7,000	per podium space	\$35,000	<b>Financing Costs</b>		Less Vacancy	(\$48,513)
			Impact Fees (per sf, comm'l) (c)	\$7.11	Interest on Construction Loan	\$616,101.17	Less Operating Expenses	(\$121,281)
			Soft Costs, % Hard Costs	20%	Points on Construction Loan	\$110,582	NOI	\$315,331
			<b>Operations</b>		<b>Subtotal Financing Costs</b>	<b>\$726,683</b>	<b>Total NOI</b>	\$882,453
			Retail				Blended Cap Rate (f)	5.75%
<b>Required Parking</b>			Rental Rate, sf/mo, NNN (d)	\$3.63	<b>Developer Profit</b>		<b>Feasibility</b>	
Retail, per 1,000 sf / total #	4.0	68	Vacancy Rate, annual average	10.0%	% total construction cost	10%	Total Project Value	\$15,347,016
Office, per 1,000 sf / total #	3.3	46	Annual Operating Cost (% comm'l rev)	5.0%	Developer Profit	\$1,053,164	Less Total Dev Costs	(\$12,311,492)
Required Parking		114	Office		<b>Total Development Costs</b>	<b>\$12,311,492</b>	Residual Land Value	\$3,035,524
			Rental Rate, sf/mo, Gross (e)	\$3.21			RLV	\$3,035,524
<b>Parking Configuration (# spaces)</b>			Vacancy Rate, annual average	10.0%			<b>RLV/acre</b>	<b>\$1,695,824</b>
Open Parking (Surface)		85	Annual Operating Cost (% comm'l rev)	25.0%				
On-Street Parking		29	<b>Financing</b>					
Total Parking		114	Construction Loan to Cost Ratio	70%				
			Construction Loan Fee (points)	1.5%				
			Interest Rate	6.5%				
			Period of Initial Loan (months)	18				
			Drawdown Factor	60%				
			Total Hard and Soft Costs	\$10,531,644				
			Total Loan Amount	\$7,372,151				

Notes:

- (a) Includes demolition, on/offsite costs (grading, curb cuts), on-street parking, and streetscape amenities.
- (b) Per RS Means 2018, 2-4 story office with LA location factor
- (c) Includes Impact Fees such as stormwater and public art.
- (d) per CoStar, Q4 2018, Redondo Beach office, ppsf, assumes 15 percent premium on new construction
- (d) per CoStar, Q4 2018, Redondo Beach retail, ppsf, w new construction premium
- (e) Excludes costs associated with On-Street parking
- (f) Cap rates were estimated based on investor reports, data provided by developers, and a review of CoStar data.

Sources: City of Redondo Beach, 2019; CoStar, 2019; RS Means, 2018; BAE, 2019.



# Appendix C

Recommendations from the City Manager's  
Artesia/Aviation Revitalization Committee (2018-2019)

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# Administrative Report

**Council Action Date: January 22, 2019**

**To: MAYOR AND CITY COUNCIL**

**From: JOE HOEFGEN, CITY MANAGER**

**Subject: DISCUSSION AND POSSIBLE ACTION REGARDING RECOMMENDATIONS FROM THE CITY MANAGER'S ARTESIA/AVIATION REVITALIZATION COMMITTEE**

**RECOMMENDATION**

That the City Council Receive and File a Letter with Recommendations Submitted by the City Manager's Artesia/Aviation Revitalization Committee and Provide Direction as Appropriate.

**EXECUTIVE SUMMARY**

One of the objectives included in the City Council's previously adopted Strategic Plan was the City Manager' appointment of a committee to assist with ongoing efforts to revitalize Artesia/Aviation Boulevard. The City Manager's Artesia/Aviation Revitalization Committee began meeting in February 2018 and has collected and evaluated information that would lend to revitalization efforts along the Artesia and Aviation Boulevard commercial corridor. The Committee was comprised of ten Redondo Beach residents and business owners that have, over the course of the last several months, discussed current challenges facing the Artesia/Aviation corridor and explored opportunities available to the area.

Attached is a letter from the Committee that provides recommendations and includes a roster of Committee members. Members of the Committee are available to provide additional input for the City Council's consideration.

**BACKGROUND**

One of the objectives included in the City Council's previously adopted Strategic Plan was the City Manager's appointment of a committee to assist with ongoing efforts to revitalize Artesia/Aviation Boulevard. On December 5, 2017, the City Council received and filed a report from the Manager listing his appointees to the Artesia/Aviation Boulevard Revitalization Committee. The Committee included 11 varied individuals consisting of Redondo Beach businesses, residents and property owners -- each of whom share a desire for an improved Artesia/Aviation corridor. Due to scheduling conflicts, one appointee withdrew from the Committee.

The Committee began meeting in February 2018 with the intent to evaluate the current challenges facing the Artesia/Aviation Boulevard commercial corridor and to gather information pertaining to public safety, current retail trends, and the General Plan update's impact on prospective development and growth opportunities. Each Committee meeting concluded with group discussion of national or regional economic changes, how they are evidenced in the Artesia/Aviation commercial corridor, and then considered the challenges that are unique to this commercial area. Committee members were encouraged to share ideas and to engage with one another and the community to better understand concerns that residents and

business owners have, and to work towards possible solutions.

As a result of the meetings, research and discussion Committee members have conducted or partaken in, the attached letter presents recommendations to City Council for consideration. A subcommittee was appointed to develop and refine the recommendations included in the attached letter which was then approved by nine of the ten committee members.

**COORDINATION**

The Artesia/Aviation Boulevard Revitalization Committee was assisted by staff from the City Manager's Office, Waterfront and Economic Development, Community Development, Public Works, and the Police and Fire Departments. Consultant Larry Kosmont provided the Committee with a presentation on emerging retail trends, and Committee members have been encouraged to attend General Plan Advisory Committee meetings as individuals to lend to discussions regarding the Artesia Area Plan.

**FISCAL IMPACT**

The staff costs for the support of the Artesia/Aviation Boulevard Revitalization Committee were included in the adopted FY 18/19 Budget.

**SUBMITTED BY:**

*Joe Hoefgen, City Manager*

**APPROVED BY:**

*Joe Hoefgen, City Manager*

**ATTACHMENTS:**

- *Attachment 1: Recommendations Letter from the Artesia/Aviation Revitalization Committee*

January 22, 2019

The Honorable Mayor Brand and City Council Members  
City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277

SUBJECT: City Manager's Artesia/Aviation Revitalization Committee Recommendations to the City Council

Mayor Brand & City Council Members:

As you are aware, over the course of the last several months, the City Manager's Artesia/Aviation Revitalization Committee has held meetings and worked to identify measures to help with the continued revitalization of the Artesia/Aviation Corridor. The committee met with staff from a variety of City Departments, and after further review and discussion, is pleased to offer the below recommendations for consideration. The recommendations have been divided into ongoing projects, shorter term, and longer term projects as follows:

Ongoing Projects

- That the City continue with infrastructure beautification work along Artesia Boulevard, including median upgrades.
- That the City continue its support for North Redondo Beach Business Association (NRBBA) activities in the form of fee waivers for NRBBA and NRBBA-hosted events along the Artesia/Aviation corridor.
- That the City continue the recently initiated Storefront Improvement Program, with expansion or modification of the Program to attract targeted niche businesses into the area.
- That the City continue and, if possible, expand its law enforcement presence for traffic control and overall safety with community-oriented policing and traffic enforcement.

Shorter-Term Projects

- That the City positively consider new Special Events along the Artesia/Aviation corridor, including a Santa Run in 2019.
- That the City consider installation of additional decorative lighting along the Artesia/Aviation corridor, including but not limited to, tree lighting and sidewalk-illuminating lighting.

Longer-Term Projects

- That the businesses consider formation of a Business Improvement District along the corridor or consider formation of the Main Street Program.
- That the City consider installation of wayfinding signage to create a sense of place, including a banner program that would identify entry into Redondo Beach. A welcoming arch over the street should be considered.
- That the City consider installation of electric charging stations and rideshare locations at key locations along the Artesia/Aviation corridor.
- That the City - through the General Plan update – consider updating zoning to permit for additional housing and office uses, as well as modifying planning requirements to promote dining establishments and associated parking.
- That the City explore ways to provide parking for evening businesses, including utilizing municipal assets (e.g. library parking lot during off-hours) and creating a "park and walk" program using shared parking agreements.
- That the City engage in efforts to evolve the Artesia Corridor into a multimodal corridor, where walking, biking and fewer vehicle trips are encouraged. The SCE greenbelt can play a role in this – it is a feature unique to Redondo Beach – connecting to the Metro Green Line stations.

Significant discussion was devoted to the prospect of changing the name of Artesia Boulevard to Redondo Beach Boulevard. Although the Committee did not reach a consensus on the matter, it was deemed substantial enough to bring to the City Council's attention for possible consideration.

In closing, we recognize that resources are limited and that some of these items will require funding beyond what is currently available to the City. However, we appreciate the opportunity to submit these recommendations and hope they will be considered for further discussion and implementation by the City Council at the appropriate time.

Sincerely,

The Artesia/Aviation Revitalization Committee

Attachments:

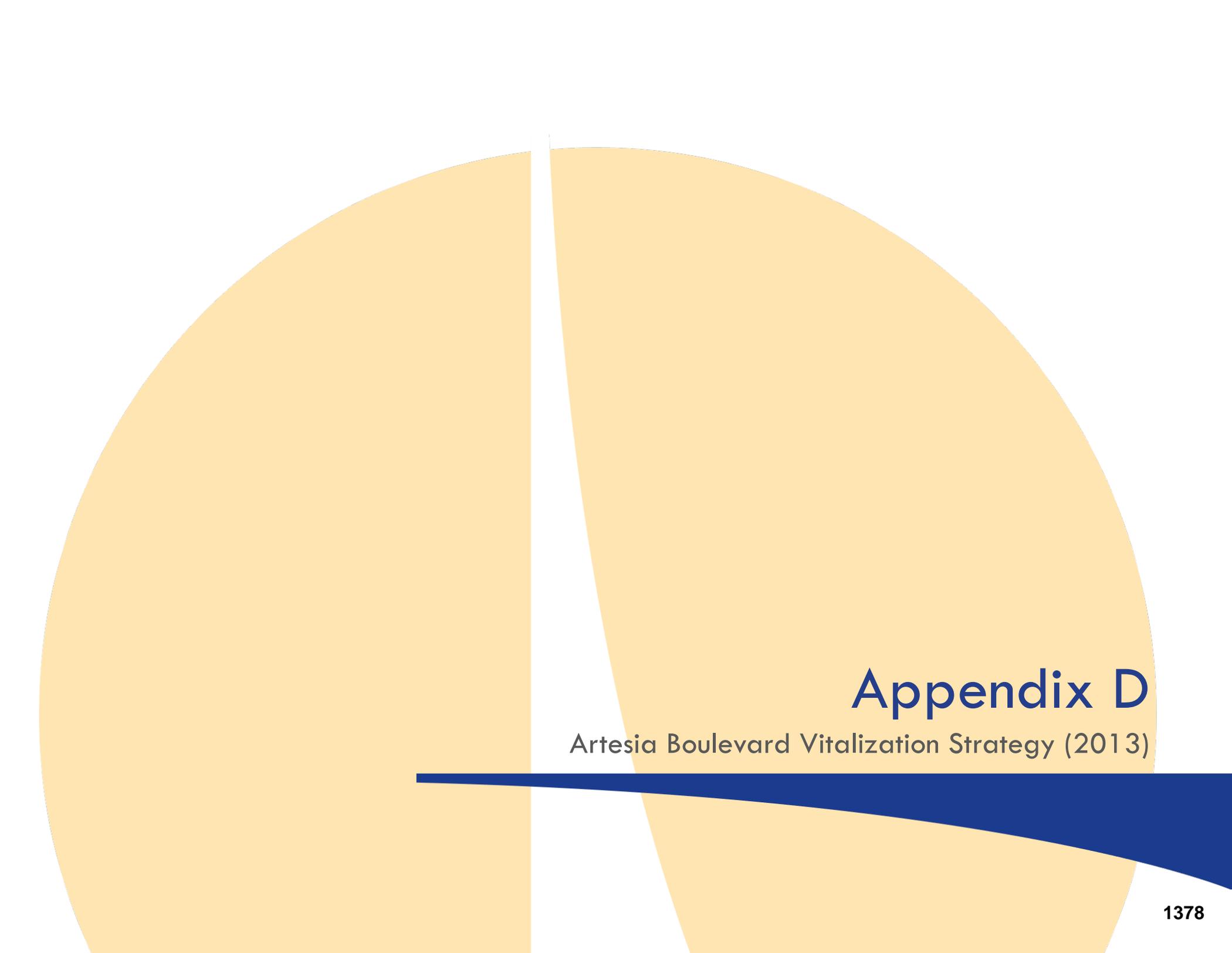
Roster of Members

**City Manager's Artesia/Aviation Revitalization Committee  
Member Roster**

<b>Name</b>	<b>Business/Residence Info</b>
Leland Hyde	Kurt Hardware 2404 Artesia Blvd
Heidi Butzine	NRBBA President
Robe Reichester*	District 5 Resident
John Simpson	District 4 Resident
Randolph Stern	Dance 1 Redondo 2228 Artesia Blvd District 4 Resident
Wally Marks	Great Room & Medical Offices Property Owner 2810 Artesia Blvd
Mike Garcia	Enviroscape LA Founder Property Owner 2701 Artesia Blvd District 5 Resident
Mo Sharifi	Caskey and Caskey Commercial Real Estate District 4 Resident
John Wolf	South Bay Aquatic Center 2012 Artesia Blvd
Dave Redmond	Redmond's Lock & Key 2213 Artesia Blvd

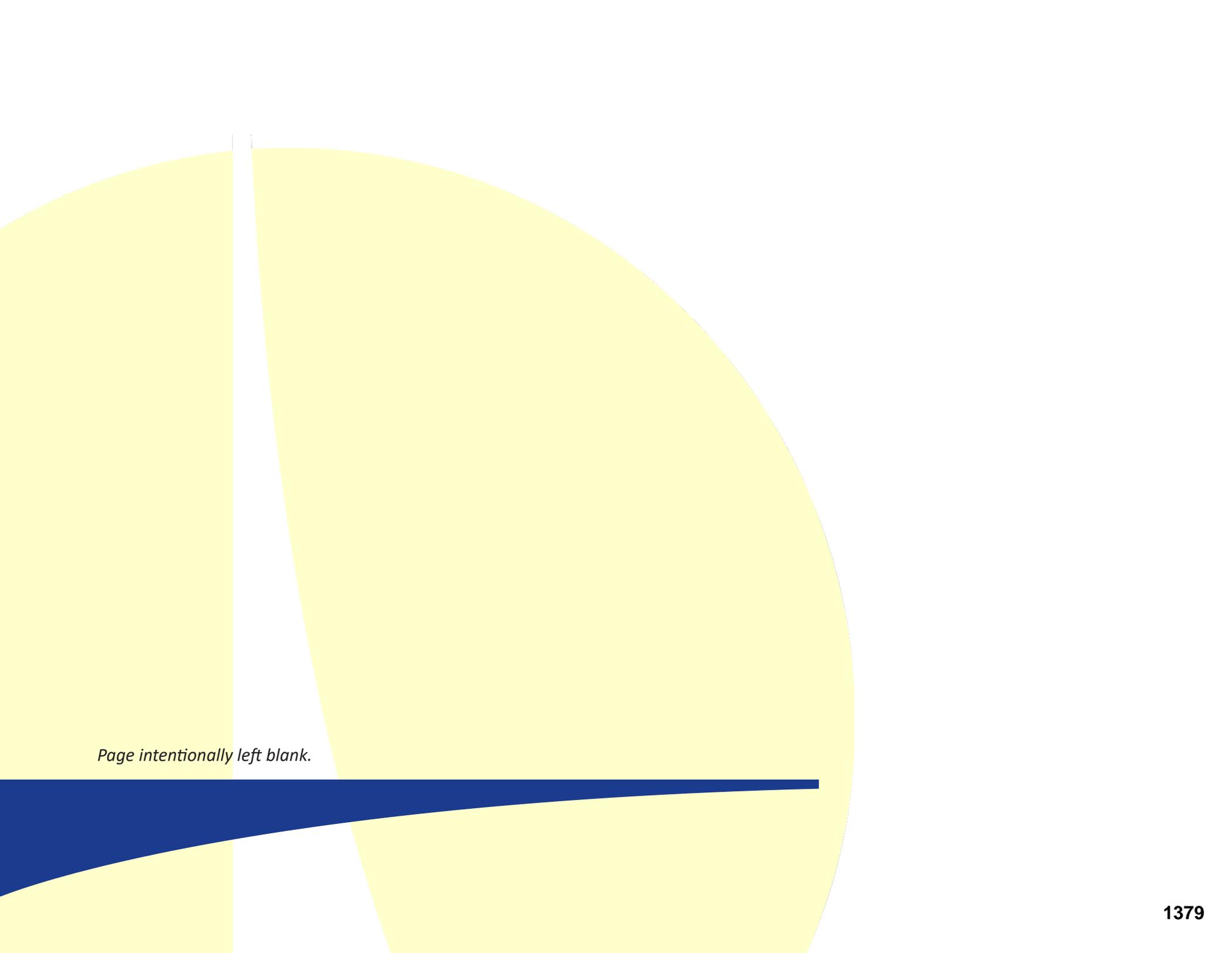
*\*Not in agreement with content of the letter*

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# Appendix D

Artesia Boulevard Vitalization Strategy (2013)



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# Administrative Report

Council Action Date: May 21, 2013

**To: MAYOR AND CITY COUNCIL**  
**From: MARISSA CHRISTIANSEN, ASSISTANT TO THE CITY MANAGER**  
**Subject: ARTESIA BOULEVARD VITALIZATION STRATEGY**

## RECOMMENDATION

Review and approve the Artesia Boulevard Vitalization Strategy Plan.

## EXECUTIVE SUMMARY

One of the goals listed in the current City of Redondo Beach Strategic Plan is to "Vitalize the Waterfront and Artesia Corridor," with a specific objective of creating a mini strategic plan for the Artesia corridor. After a collaborative process involving the City Manager's Artesia Working Group and the North Redondo Beach Business Association, a "vitalization" strategy for Artesia Boulevard is completed and attached to this report.

## BACKGROUND

The February – September 2013 City of Redondo Beach Strategic Plan lists five priority goals, one of which is to "Vitalize the Waterfront and Artesia Corridor." The attached Artesia Boulevard Vitalization Strategy provides the framework to reimagine the Artesia Corridor.

Over the past year, the City Manager and staff have met several times with the Artesia Working Group, primarily made up of the North Redondo Beach Business Association Board members. The Working Group provided a much-needed overview of the challenges, concerns, and priorities of the Artesia Boulevard business community. The group also facilitated several working sessions with the North Redondo Beach Business Association's general membership, during which surveys were distributed. The results of these surveys identified the Association's preferred priorities for the Vitalization Strategy. These priorities were:

**Administrative Report**  
 Artesia Strategic Plan  
 Page 2

May 21, 2013

1. Promotion and Marketing Improvements
2. Design and Infrastructure Improvements
3. Economic Restructuring

The proposed Vitalization Strategy was based upon the feedback from the surveys and the methodology recommended by the National Trust for Historic Preservation's "Main Street Approach." The proposed strategy includes tasks for each of the three priorities identified by the surveys, as well as a fourth priority outlined in the Main Street Approach: organization. This plan was presented to the Artesia Working Group and the North Redondo Beach Business Association on May 6<sup>th</sup> and 9<sup>th</sup>, 2013.

## COORDINATION

This plan was created by the City Manager's Office with collaboration and input from the Community Development Department, Waterfront and Economic Development Department, Artesia Working Group, and North Redondo Beach Business Association.

## FISCAL IMPACT

The tasks outlined in the Artesia Vitalization Strategy will be considered for the Annual City Budget and Capital Improvement Program.

Submitted by:

Marissa Christiansen,  
 Assistant to the City Manager

Approved for forwarding by:

Office of the City Manager

Attachments:

- Artesia Boulevard Vitalization Strategy

# Artesia Boulevard Vitalization Strategy

May 16, 2013

Prepared by the City of Redondo Beach in Cooperation with the North Redondo Beach Business Association and Redondo Beach Chamber of Commerce

## Introduction

The Artesia Business District is located in Redondo Beach, California on Artesia Boulevard between Aviation Boulevard on the west and Kingsdale Street on the east. The Artesia Boulevard business district is a narrow, well established corridor with a unique mix of retail, service, restaurant, office, housing and government uses. This Artesia Boulevard Vitalization Strategy was the result of direction set forth by the Redondo Beach City Council in their Strategic Plan and high interest from local merchants to plan for the future.

## Purpose

The purpose of this strategy is to:

- Develop consensus among stakeholders for an Artesia Business District vision
- Create Artesia Business District vitalization goals
- Establish Artesia Business District vitalization tasks
- Coordinate private and public resources toward Artesia Business District goals and tasks
- Provide guidance for decision makers, property owners, business people and others with interests in enhancing the Artesia Business District

## Main Street Approach

The National Trust’s “Main Street” methodology was used as the process to develop this vitalization strategy. The “Main Street” approach is a comprehensive plan that addresses the variety of issues and problems that challenge traditional business districts. The foundation of the approach is four key points and eight guiding principles. The four key points are:

## Organization

- Organization establishes a self-driven management structure for carrying out a vision in the business district

## Promotion

- Promotion creates engagement and marketing for customer attraction, business development and investor confidence in the business district

## Design

- Design focuses on creating a physically attractive, safe, well-maintained physical environment conveying a positive message about the business district and what it offers

## Economic Restructuring

- Economic restructuring strengthens the existing assets and works towards expansion of economic development opportunities in the business district

## Main Street’s Guiding Principles

Main Street’s eight guiding principles for vitalizing business district are:

1. *Comprehensive* planning and action addressing a wide range of vitalization needs
2. *Incremental* steps to carry out vitalization actions over time
3. *Self help* action driven by localized leadership to carry on vitalization
4. *Partnerships* are necessary between businesses; businesses and government; and, businesses and community to achieve vitalization goals
5. *Assets* that uniquely exist currently serve as the distinct foundation for vitalization efforts
6. *Quality* is the standard by which vitalization work is undertaken in architecture, infrastructure, landscape, services, activities and programs
7. *Change* needs to occur in attitudes, thinking and practices to sustain vitalization
8. *Implementation* proves that vitalization is underway by completing projects that build confidence and pave the way for more success

## City Manager’s Working Group

Similar to the successful “Working Groups” for the Harbor & Pier area and Riviera Village area, a City Manager’s Working Group was established for the Artesia corridor. Over a series of meetings with stakeholders, walking-talking workshops and economic trend

research, important characteristics of the corridor were identified as well as ideas for vitalization.

Some of the ideas were energized and implemented before an Artesia Boulevard Vitalization Strategy could be completed. These included the North Redondo Beach Bike Path, new North Branch Library, new Police Sub-Station, new Recreation & Community Services Building and senior citizen mixed-use housing project.

### Artesia Boulevard Strategic Vision

“Vitalize the Artesia Boulevard Business District as an identifiable, safe, attractive and inviting place to serve residents and visitors unique needs while building prosperous small businesses.”

### Artesia Boulevard Vitalization Goals

The goals to carry out the Vision for the Artesia Boulevard Vision are articulated as to:

- Enhance the Artesia Business District as a distinctive place of community pride, living, commerce and enjoyment
- Foster business development growth on Artesia Boulevard
- Create a recognized brand of customer service and care on Artesia Boulevard and successfully market that brand
- Re-imagine the quality of public and private design standards for Artesia Boulevard
- Empower organized Artesia Boulevard based leadership
- Dedicate public and private financial resources to Artesia Boulevard tasks and projects

### Artesia Boulevard Vitalization Tasks and Projects

#### Organization

The Artesia Boulevard vitalization effort will require a continuing partnership between the City of Redondo Beach, the North Redondo Beach Business Association and the Redondo Beach Chamber of Commerce. However, under the “Main Street” approach their needs to be more than partnership of collaboration between the three organizations. Needed is an effective single purpose organization of volunteers and professional management to advocate, plan and direct the specific Artesia Boulevard vitalization tasks and projects.

Therefore, recommended is:

- Specific workshops be held for business and property owners describing the “Main Street” approach and tools for vitalization
- Determine the best organizational method to proceed with vitalization including but not limited to:
  - 1) Enhancing the role of the North Redondo Beach Business Association
  - 2) Developing a new “Main Street” styled organization
  - 3) Creating a Business Improvement District organization
- Decide on the use of a Business Improvement District for funding vitalization
- Development of an annual work program and budget
- Development of capital improvement priorities and funding
- Collaborate with the Artesia Boulevard businesses in Manhattan Beach and Lawndale
- Collaborate with the City on solving business, public safety, planning, public works and maintenance matters

#### Promotion

Effective business promotion planning and execution is a critical component of Artesia Boulevard’s vitalization strategy. Some promotion has been done to feature the businesses. A quality communications, marketing and advertising plan needs to be implemented.

Therefore, recommended is:

- Retaining professional assistance and volunteer committee to evaluate current public relations and develop proposals to implement enhanced communications
- Retaining professional assistance and volunteer committee to complete research and develop proposals to implement enhanced marketing and advertising to increase customer activity
- Produce life-style activities and entertainment events attracting customers and visitors as part of a planned annual calendar of events
- Activate exterior street side spaces with art, food, music, sidewalk sales and entertainment
- Actively coordinate promotion of the Artesia Boulevard “Brand”, theme and contemporary logo for community connectedness
- Propose a potential name change process of Artesia Boulevard to Redondo Beach Boulevard to better define the business district’s identity
- Stimulate start-ups and entrepreneurship

Design

A “sense of place” for Artesia Boulevard is largely subjugated by the existing patch work of conflicting buildings, architecture, parking, colors, styles, patterns and signs. Functionality in public and private design is not optimal due to the nature of fragmented property ownership resulting in uneven development patterns along Artesia Boulevard. Cohesive and quality function and form for the business district is needed.

Therefore, recommended is:

- Development of an Artesia Boulevard set of distinctive but flexible design standards to guide the future architectural character of facades and buildings in the business district
- Development of business district public/private parking and circulation plans
- Development of high quality commercial and public distinguishing banner and signage plan
- Design and install gateway improvements and markers
- Development of a safety enhancement program for businesses, customers and residents
- Establish a dedicated high-quality website and social media plan
- Promotion of convenient pedestrian and biking circulation
- Development of specific infrastructure plans
- Development of “window to the business” design treatment plans
- Development of specific landscaping and street furniture plans
- Development of maintenance standards for public and private spaces
- Coordination with existing General Plan goals and policies

Economic Restructuring

Artesia Boulevard’s economic base is truly diverse with a wide scope of unique businesses and supporting governmental and housing uses. It is place for a first generation entrepreneur to get their start as well as a location for nationally known companies to conduct business. The economic restructuring of Artesia Boulevard centers on supporting existing businesses so they remain and expand. Equally important is the recruitment of desirable new industries and businesses to provide new vitality to Artesia Boulevard.

Therefore, recommended is:

- Provide technical assistance and financial assistance to property and business owners in retaining and expanding enterprises
- Work to create “customer calming & capture” method to divert fast moving Artesia automobile travelers to Artesia business customers
- Development improved customer street parking and consider encouragement of curbside parking turnover on Artesia Boulevard by the use of parking meters
- Encourage the assembly and consolidation of properties to improve development footprints
- Prepare a specific business retention and expansion plan
- Facilitate linkages between available properties and potential new or expanding businesses
- Provide specialized planning and building development assistance to Artesia Boulevard permit applicants
- Prepare a “niche” trade area market study to identify customers, competition and business opportunities
- Encourage uniform core store hours of businesses to satisfy customers
- Collaborate with the owners of the South Bay Galleria on economic development plans
- Develop connecting partnerships with the Redondo Beach Performing Arts Center and other South Bay activity centers
- Enlist the assistance of colleges and universities for expertise and interns
- Guide the enactment of additional aggregated and shared off-street parking agreements among businesses
- To enhance the use of the North Branch Library as a business resource
- Conduct periodic business surveys

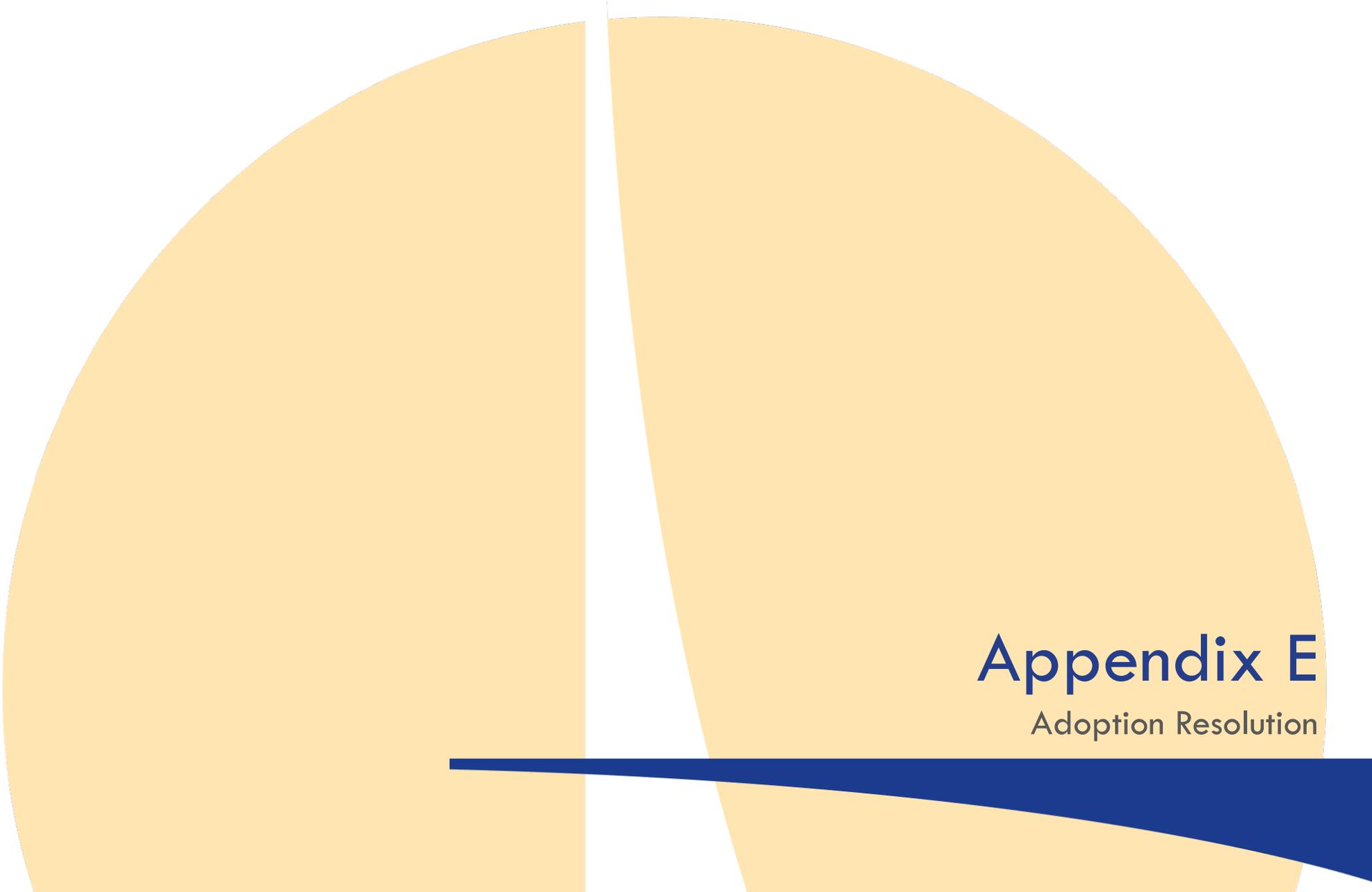
**Implementation**

For the vision, projects and tasks to be accomplished in the Artesia Boulevard Vitalization Strategy – strong energy and focus will have to be invested by the local business associations, Artesia business and property owners and the City of Redondo Beach. Each has a role in the Strategy’s success. However, the spear point will have to be the organization decided upon to lead the vitalization effort.

The North Redondo Beach Business Association reviewed the proposed Vitalization Strategy at their monthly meeting on May 9, 2013 and identified the following three items as priorities:

- Renaming Artesia Boulevard to Redondo Beach Boulevard
- Determine the feasibility and process for establishing a Business Improvement District
- Development of a sign plan and standards

The City Council considers the Artesia Boulevard Vitalization Strategy on May 21, 2013.

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# Appendix E

Adoption Resolution

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**RESOLUTION NO. CC-2010-074****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH ADOPTING THE ARTESIA & AVIATION CORRIDORS AREA PLAN (AACAP) AND A FINDING THAT THE AACAP IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

WHEREAS, at its meeting on June 20, 2017, the City Council approved a budget for expanding the General Plan Advisory Committee (GPAC) and Placeworks, Inc.'s scope of work to include "planning and environmental services for the development of a planning document to effectively support revitalization of the Artesia Boulevard Corridor (Artesia & Aviation Corridors Area Plan (AACAP)); and

WHEREAS, at its meeting on December 19, 2017, the City Council of the City of Redondo Beach approved the FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC. for the development of the Artesia & Aviation Corridors Area Plan with a scope of services that included a parking utilization study and an economic feasibility and pro forma analysis of the Corridor, identification of revitalization strategy options, preparation of the Area Plan that would serve as guidance for the future revitalization of the "Corridors", additional AACAP-focused GPAC meetings, an AACAP community wide meeting, and public hearings before the Planning Commission and City Council; and

WHEREAS, at its meeting on March 7, 2019 the General Plan Advisory Committee held its kickoff AACAP-focused meeting where they reviewed existing conditions and the percentage mix of existing commercial uses along the corridors, challenges impeding the corridors revitalization, and received technical studies and presentations including a feasibility and pro forma analysis (BAE Urban Economics) for Artesia Boulevard development concepts, an Artesia-Aviation Area Plan Parking Study (FEHR & PEERS), a report from the City Manger's Artesia-Aviation Revitalization Committee, a parklet/streetlet discussion prepared by City Staff, and public survey results for the Aviation and Artesia Focus Areas; and

WHEREAS, at its meeting on September 26, 2019, the General Plan Advisory Committee completed their review of the Draft Artesia & Aviation Corridors Area Plan (Draft AACAP) and reached consensus on various minor amendments and recommended that the Draft AACAP be forwarded to the Planning Commission for their consideration; and

WHEREAS, in November of 2019, the Draft AACAP was presented to the North Redondo Beach Business Association (NRBBA) for questions, comments, and input; and

WHEREAS, on February 27, 2020, the Draft AACAP was presented at an advertised public community meeting/workshop open to the public, with attendance of

approximately 50 persons consisting of residents, business owners/operators and other interested parties at the Perry Park Senior Center for questions, comments, and input; and

WHEREAS, between February 21, 2020 and March 31, 2020 a survey hosted on the City's website requesting input from the public on prioritization of the proposed draft "Implementation Actions" recommended in the Draft AACAP was completed by 156 respondents; and

WHEREAS, notice of the time and place of the public hearing (virtual) before the Planning Commission where the proposed Draft AACAP would be considered was given pursuant to State Law and local ordinance on July 2, 2020, August 6, 2020, and September 3, 2020 by publication in the Beach Reporter, a newspaper of general circulation in the City; and

WHEREAS, on July 16, 2020 the Planning Commission had discussion item to receive a presentation regarding the Draft AACAP, and on August 20, 2020 and September 17, 2020 the Planning Commission conducted duly noticed public hearings (virtual), accepted public testimony, and considered the proposed CEQA Determination and the Draft AACAP; and

WHEREAS, at their duly noticed public hearing (virtual) on September 17, 2020 the Planning Commission determined to recommend that the City Council adopt a finding that the that the Draft AACAP is not a "Project" as defined by Section 15378 of the State CEQA Guidelines and therefore not subject to CEQA and that the City Council consider the Draft AACAP with the following changes/edits/comments:

Consider restoring the name of Artesia Blvd to Redondo Beach Blvd to help in rebranding the area.

Consider the FAR increase from 0.5 to something higher than the recommended 0.6 FAR suggested in the AACAP.

Focus on Matthews and Vanderbilt or other parallel streets for bike traffic (both in short and potentially the long term) to make as safe for bicyclists as possible. Significant infrastructure changes are needed for Artesia to be safe and usable for more bicycle traffic.

Consider eliminating Artesia on-street parking in the blocks at the "Activity Nodes" at first.

After establishing shared parking among lots and/or building parking structure(s), then reduce the parking requirements to encourage development, focusing on preferred uses.

Add rooftop restaurant dining to the sidewalk dining idea along Artesia.

Avoid the identified streetlets locations at signalized lights. Find other streetlet locations near the “Activity Nodes”.

Consider an “empty storefront” and or blight fee for owners who choose to leave sites empty after some time period to encourage development (after 12 months, 18 months, etc.).

Add a prioritization for timeline of the implementation items. There is an implementation list at the end of the Plan, but it would be helpful to have a standard linear timeline with milestones to get a feel of the possible roll out.

Include a pie chart or other visual aid showing projected possible amounts from different funding sources. This would allow some approximation of what is possible.

Potential AACAP changes may result from the Pandemic. Make sure this plan has flexibility to adapt to a post-Pandemic environment.

Consider regulations that encourage local businesses in favor of larger national chains; and

WHEREAS, notice of the time and place of the public hearings (virtual) before the City Council where the proposed Draft AACAP would be considered was given pursuant to State Law and local ordinance on September 24, 2020, and November 26, 2020 by publication in the Beach Reporter. Additionally, the notice of the time and place of the public hearing (virtual) before the City Council to consider the Draft AACAP was also provided by a press release publication in the Beach Reporter on October 1, 2020, and December 3, 2020, by PlanRedondo emails to interested parties, by posting on the General Plan Update social media platform, cable television message, and by posting the public hearing notice on the City’s website; and

WHEREAS, at their duly noticed public hearing (virtual) on October 6, 2020 the City Council directed City Staff to bring back proposals (inclusive of necessary environmental reviews/document) and funding sources for the following:

An amendment to the Redondo Beach Zoning Ordinance that would serve to “activate” the AACAP and require future development with AACAP Area be consistent with the “intent” of the AACAP.

An amendment to the Redondo Beach Zoning Ordinance “Section 10-2.621 Additional use regulations for the C-2-PD zone” removing the restriction limiting “Offices”, including “Medical Office” to only the second floor, or on the ground floor to the rear of other permitted retail or service uses within the AACAP area.

Parking Implementation Study that would inform the best options and strategies for necessary amendments to Article 5 – Parking Regulations within the City’s Zoning Ordinance.

WHEREAS, the City Council of the City of Redondo Beach considered evidence presented by City Staff, and other interested parties at public hearings held on the 6<sup>th</sup> day of October, 2020, and 8<sup>th</sup> day of December 2020 with respect thereto.

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

1. In compliance with the California Environmental Quality Act of 1970, as amended (CEQA), and State and local guidelines adopted pursuant thereto, the City Council finds that the Draft Artesia & Aviation Corridors Area Plan is not subject to CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines because the activity is not considered a “Project” as defined in Section 15378 of the State CEQA Guidelines as the Artesia & Aviation Corridors Area Plan concerns planning and strategic activities and serves as an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment and only contemplates the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.
2. The proposed Draft Artesia & Aviation Corridors Area Plan is consistent with the General Plan in that it provides lands for and encourages the development of retail, specialty, entertainment, and similar uses which attract customers from adjacent cities and the region, as well as serving the City’s residents.
3. This proposed Draft Artesia & Aviation Corridors Area Plan does not require a vote of the people under Article XXVII of the City Charter as the Draft AACAP does not constitute a defined “Major Change in Allowable Land Use” pursuant to Article XXVII of the “Official Charter” of the City of Redondo Beach, California.

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

SECTION 1. The City finds that the above recitals and findings are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. That based on the above findings, the City Council adopts the Draft Artesia & Aviation Corridors Area Plan.

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.

SECTION 4. That the location and custodian of documents and other materials which constitute the record of proceedings upon which this decision is based are held by the Redondo Beach City Clerk, located at City Hall, 415 Diamond Street, Redondo Beach, CA 90277.

PASSED, APPROVED AND ADOPTED this 8<sup>th</sup> day of December, 2020.

DocuSigned by:  
*William C. Brand*  
E6413C7231DF4E1...

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*Michael W. Webb*  
669049EDE03D402...

Michael W. Webb, City Attorney

DocuSigned by:  
*Eleanor Manzano*  
72F2AC716C214CF...

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2010-074 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 8th day of December, 2020, 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:        LOEWENSTEIN, HORVATH, GRAN, EMDEE

NOES:        NEHRENHEIM

ABSENT:     NONE

ABSTAIN:    NONE

DocuSigned by:  
*Eleanor Manzano*  
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Eleanor Manzano, CMC  
City Clerk







# AGENDA REPORT

**Consent  
10**

**Meeting Date  
July 23, 2024**

**SUBJECT: FIRST READING OF AN ORDINANCE AMENDING THE LAGUNA BEACH MUNICIPAL CODE RELATED TO MAINTENANCE OF PROPERTY AND NUISANCE ABATEMENT AUTHORITY AND ADOPTION OF A RESOLUTION ESTABLISHING THE COMMERCIAL DISTRICT BEAUTIFICATION/ PROPERTY MANAGEMENT PROGRAM**

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**RECOMMENDATION:** It is recommended that the City Council:

1. Waive full reading and introduce by title only, an Ordinance titled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH, CALIFORNIA, AMENDING SECTIONS 7.24.030 (MAINTENANCE OF PROPERTY) AND 7.24.050 (NUISANCE ABATEMENT AUTHORITY) OF THE LAGUNA BEACH MUNICIPAL CODE TO FURTHER REGULATE PROPERTY MAINTENANCE WITHIN THE CITY AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER CEQA GUIDELINES SECTION 15301”; and
2. Adopt a Resolution titled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH, CALIFORNIA, ESTABLISHING THE COMMERCIAL DISTRICT BEAUTIFICATION / PROPERTY MANAGEMENT PROGRAM AND FINDING SUCH PROGRAM CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15301.”

**Appropriation:** \_\_\_\_\_ **Fund Name:** \_\_\_\_\_

**Submitted By:** David Contreras **Approved:** Dave Kiff  
 David Contreras, Director of Community Development Dave Kiff, City Manager

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### SUMMARY OF THE MATTER

On January 19, 2024, the City Council, during its annual planning workshop, included as part of its policy initiatives (Reference #9), direction to staff to develop a Commercial District Beautification/Property Maintenance program ("Program"), including the development of a Program Ordinance ("Ordinance"). On June 25, 2024, the City Council provided direction to staff to bring for first reading the proposed Ordinance. The proposed Ordinance (Attachment 1) would amend the City's Municipal Code to define further conditions of a property that constitute a nuisance to ensure that commercial properties are maintained in good condition, promoting a safe, clean, and attractive community and make such conditions and violations subject to administrative citations to provide the City with additional enforcement tools.

On June 25, 2024, the City Council also provided direction to staff to bring forward the proposed Program to provide resources to support commercial property owners and tenants, in understanding and fulfilling their maintenance responsibilities, and providing incentives related to reimbursement of commercial property maintenance improvement projects. The proposed Program (Attachment 2) is to promote and incentivize commercial property maintenance throughout the City.

**First Reading of Ordinance Amending the Laguna Beach Municipal Code Related to Maintenance of Property and Nuisance Abatement Authority and Adoption of Resolution Establishing the Commercial District Beautification/ Property Management Program**

**July 23, 2024**

**Page 2 of 6**

**DISCUSSION**

**A. Background**

The commercial districts in Laguna Beach contain a variety of building styles and ages, with some developments constructed in more recent decades, and others over 50 years old. While many properties within the City are well-maintained, several require maintenance and repair. Common maintenance issues include deteriorated paint, windows, landscaping, awnings, and signage. The proposed Ordinance defines conditions of property that constitute a nuisance to ensure that commercial properties are maintained in good condition, promoting a safe, clean, and attractive community. The Laguna Beach Chamber of Commerce ("Chamber") Board of Directors provided input to City staff during the development of this Ordinance and Program to assist the City and businesses with compliance.

**B. Maintenance Requirements**

The proposed Ordinance requires that all premises within the City, including those with commercial buildings, be maintained in accordance with certain standards to promote clean, safe, and visually appealing properties.

Currently, the City identifies the following conditions as nuisances under Laguna Beach Municipal Code ("LBMC") Section 7.24.030 (Maintenance of Property):

- (e) Buildings, walls, fences or structures upon which the condition of the paint, stain, varnish or other weatherproof coating has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping, or termite infestation to the extent that the condition causes visual blight, imperils the health and safety of the occupants or others, or reduces property values in the area. (Note: graffiti nuisance provisions are specified in Municipal Code Chapter 7.60);
- (g) Overgrown vegetation:
  - Likely to harbor rats, vermin and other pests, or
  - Causing detriment to neighboring properties or property values.
- (h) Dead trees (trees that exhibit no viable tissue or leaf growth during the normal growing cycle) that are hazardous to public safety and welfare;
- (j) The accumulation of significant amounts of bottles, cans, papers, boxes, shopping carts, trash, dirt, feces or other debris on any area of the property so as to be visible from the street to the extent that the condition creates visual blight, imperils the health and safety of the occupants or others, or reduces property values of the area;
- (w) Deteriorated parking lots, including, but not limited to, those containing pot holes and cracks or inadequate or broken security lighting.

Violations of the City's code can be enforced through an administrative citation, or as an infraction or a misdemeanor with penalties ranging from \$100 for a first offense, \$200 for a second offense within 12 months of the first violation, and \$500 for third and subsequent offenses. The penalty for a misdemeanor is a fine not exceeding \$1,000 or imprisonment for a term not exceeding six months, or by both such fine and

**First Reading of Ordinance Amending the Laguna Beach Municipal Code Related to Maintenance of Property and Nuisance Abatement Authority and Adoption of Resolution Establishing the Commercial District Beautification/ Property Management Program**  
**July 23, 2024**  
**Page 3 of 6**

imprisonment. The goal of this Ordinance is to expand upon the conditions of property that constitute nuisances, providing staff with the ability to abate those nuisances and administratively cite all conditions of property that constitute nuisances. The proposed Ordinance includes new provisions to ensure:

- Roofs, windows, and doors are free from deteriorated paint, stain, varnish, and weatherproofing.
- Areas visible from the street are not used for storage of personal or moveable property.
- Walkways, sidewalks, delivery areas, and other paved surfaces are free from potholes and cracks or inadequate, noncompliant, or broken security lighting.
- Advertising signs, advertising materials, such as banners and posters, and awnings are free from tears, cracks, warp, and excessive fade, dirt, and dust, and do not obstruct visibility.
- Ensure any violation of the LBMC is deemed a nuisance.

Below are sections in the proposed Ordinance that incorporate the above-listed goals (additions in underlined):

(e) Buildings, walls, roofs, windows, doors, fences or structures upon which the condition of the paint, stain, varnish or other weatherproof coating has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping, or termite infestation to the extent that the condition causes visual blight, imperils the health and safety of the occupants or others, or reduces property values in the area. (Note: graffiti nuisance provisions are specified in Municipal Code Chapter 7.60);

...

(j) The accumulation of significant amounts of personal or moveable property, bottles, cans, papers, boxes, shopping carts, trash, dirt, feces or other debris on any area of the property so as to be visible from the street to the extent that the condition creates visual blight, imperils the health and safety of the occupants or others, or reduces property values of the area;

...

(w) Deteriorated parking lots, walkways, sidewalks, delivery areas, and other paved surfaces including, but not limited to, those containing pot holes and cracks or inadequate, noncompliant, or broken security lighting;

...

(z) Advertising signs, advertising materials, such as banners and posters, and awnings, upon which the condition of the material has become so deteriorated as to permit tearing, cracking, warping, or excessive fade, dirt, or dust, to the extent that the condition causes visual blight, imperils the health and safety of the occupants or others, or reduces property values in the area. (Note: graffiti nuisance provisions are specified in Municipal Code Chapter 7.60);

(aa) Advertising signs and advertising materials, such as banners and posters, which obstruct visibility to the extent that the condition imperils the health and safety of the occupants or others.

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(ab) Any violation of any Laguna Beach Municipal Code section or any violation of any code adopted by the City.

**C. Support and Incentives**

On June 25, 2024, the City Council provided direction related to incentives to commercial property owners and tenants to support them in understanding and fulfilling their maintenance responsibilities under the proposed Ordinance. The incentives include:

- Recognition and Award Program: Establish a recognition and award program to acknowledge efforts by property owners and tenants and to promote exemplary commercial properties that consistently maintain high upkeep standards.
- Financial Incentive Program: Table 1.1 provides financial incentives related to reimbursement of commercial property maintenance improvement projects.

**Table 1.1 - Incentives**

	<b>Compliance Action</b>	<b>Incentive</b>
<b>1</b>	Upon evidence of completion of qualifying maintenance project	Reimburse Community Development fees to assist businesses with complying with the Ordinance. a) Reimburse Community Development fees of up to \$10,000 per property for a 12-month period from program adoption for maintenance improvement projects needed to be in compliance with the ordinance, not exceeding \$300,000 program-wide. b) Reimburse entitlement fees for paint and signage projects for a 12-month period.
<b>2</b>	Upon evidence of qualifying maintenance project	Expedited review of permit/planning decision time

**D. Program Implementation**

It is proposed that the City conduct an education campaign to inform businesses and tenants about the new Ordinance and any directed incentive program. Upon the conclusion of the campaign, the code enforcement staff will begin implementation efforts, initially with commercial properties most in need of maintenance. Approximately 25 to 30 properties located in the Downtown (Phase 1) and along Coast Highway (Phase 2) will be addressed first. An evaluation sheet (Attachment 3) will be used to determine compliance with the Ordinance. If any property is found to be in non-compliance, and courtesy notices will be issued for violation(s), detailing necessary corrective action. City staff will work with the property owner or tenants to ensure compliance with the ordinance. Property owners or tenants must demonstrate good-faith efforts to comply within a reasonable timeframe. The goal of the Code Enforcement Division is to encourage voluntary compliance by partnering with individuals and providing education to resolve violations.

If the City and the property owner or tenant cannot resolve the violation, the City has the option to pursue administrative citations, infractions, or misdemeanors to achieve compliance. Additionally, the City may

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initiate the nuisance abatement proceedings. (See LBMC Section 7.24.070 through Section 7.24.130.) Table 1.3 provides a proposed program implementation schedule.

**Table 1.3 – Proposed Program Implementation Schedule**

	<b>Action</b>	<b>Timeline</b>
<b>1</b>	Ordinance Adoption – First Reading	July 23, 2024
<b>2</b>	Ordinance Adoption – Second Reading	August 6, 2024
<b>3</b>	Ordinance Adopted – In effect	September 6, 2024
<b>4</b>	Education Campaign – The City conducts an education campaign to inform businesses and tenants of the new Ordinance and program.	September 2024 through December 2024
<b>5</b>	Phase 1 - The City conducts inspections of commercial properties in the Downtown to determine if they are in compliance with the Ordinance.	January 2025 through March 2025
<b>6</b>	The City provides Downtown commercial property owners/tenants with a courtesy notice detailing violations if not in compliance with the Ordinance.	April through June 2025
<b>7</b>	Commercial property owners/tenants need to correct violations/take steps to demonstrate good faith compliance to correct.	Depending on the violation, staff would work with commercial property owners to correct violations as quickly as possible
<b>8</b>	Phase 2 - City conducts inspection of commercial properties on Coast Highway to determine if they are in compliance with the Ordinance.	July 2025 through September 2025
<b>9</b>	The City provides Coast Highway commercial property owners/tenants with a courtesy notice detailing violations if not in compliance with the Ordinance.	October through December 2025
<b>10</b>	Commercial property owners/tenants need to correct violations/take steps to demonstrate good faith compliance to correct.	Depending on the violation, staff would work with commercial property owners to correct violations as quickly as possible
<b>11</b>	Ongoing enforcement efforts of the Ordinance continue.	Continuous

**FINANCIAL ANALYSIS**

Staff time will be required with the adoption and implementation of the Ordinance. Financial incentives will not require additional funding but will reduce permitting fees that might otherwise be collected.

**ENVIRONMENTAL ANALYSIS**

Staff determined that the Program and Ordinance is categorically exempt from environmental review under CEQA pursuant to State CEQA Guidelines Section 15301 (Class 1). The State CEQA Guidelines section 15301 (Class 1) exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or

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minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. This Program and Ordinance is exempt pursuant to Class 1, State CEQA Guidelines Section 15301 - Existing Facilities, in that the project consists of the repair, maintenance, or minor alteration of existing structures or topographical features, involving negligible or no expansion of existing or former use. The proposed maintenance of premises within the City through landscaping, painting, resurfacing, and replacing are all minor alterations to the existing buildings and premises and involve negligible or no expansion of the existing uses.

**ATTACHMENTS**

1. Ordinance (Pgs. 7-10)
2. Resolution (Pgs. 11-14)
3. Evaluation Sheet (Pgs. 15-17)

**Report Prepared By:**

Louie Lacasella, Senior Administrative Analyst

**Coordinated With:**

Gavin Curran, Assistant City Manager  
Jane Abzug, Deputy City Attorney  
Matt Schneider, Assistant Director of Com. Dev.  
Lillian Irish, Code Enforcement Supervisor

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH, CALIFORNIA, AMENDING SECTIONS 7.24.030 (MAINTENANCE OF PROPERTY) AND 7.24.050 (NUISANCE ABATEMENT AUTHORITY) OF THE LAGUNA BEACH MUNICIPAL CODE TO FURTHER REGULATE PROPERTY MAINTENANCE WITHIN THE CITY AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER CEQA GUIDELINES SECTION 15301**

---

**WHEREAS**, the City of Laguna Beach is committed to protecting its unique character and picturesque setting that make it a world-renowned coastal city; and

**WHEREAS**, the failure to maintain properties in an adequate condition creates undesirable blight and may also result in damage to such properties or injury to members of the public; and

**WHEREAS**, in the interest of public health, safety, and welfare, the City Council desires to establish additional property maintenance standards for all properties within the City, including commercial properties, and to deem violations of such standards a public nuisance and to provide a mechanism for enforcing such maintenance; and

**WHEREAS**, all legal prerequisites to the adoption of this Ordinance have been met.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH DOES ORDAIN**, as follows:

**SECTION 1. Incorporation of Recitals.** The recitals above are true and correct and are each incorporated by reference and adopted as findings by the City Council.

**SECTION 2. CEQA.** Based upon its review of the entire record, the City Council hereby finds and determines that the Ordinance is categorically exempt from environmental review under CEQA pursuant to State CEQA Guidelines Section 15301 (Class 1). The State CEQA Guidelines section 15301 (Class 1) exemption applies to the operation, repair, maintenance, permitting,

leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. This Ordinance is exempt pursuant to Class 1, State CEQA Guidelines Section 15301 - Existing Facilities, in that the project consists of the repair, maintenance, or minor alteration of existing structures or topographical features, involving negligible or no expansion of existing or former use. The proposed maintenance of premises within the City through landscaping, painting, resurfacing, and replacing are all minor alterations to the existing buildings and premises and involve negligible or no expansion of the existing uses.

**SECTION 3. Code Amendment.** Section 7.24.030 of the Laguna Beach Municipal Code is amended to read as follows (additions made in underline and deletions made in ~~strikethrough~~):

...

(e) Buildings, walls, roofs, windows, doors, fences or structures upon which the condition of the paint, stain, varnish or other weatherproof coating has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping, or termite infestation to the extent that the condition causes visual blight, imperils the health and safety of the occupants or others, or reduces property values in the area. (Note: graffiti nuisance provisions are specified in Municipal Code Chapter 7.60);

...

(j) The accumulation of significant amounts of personal or moveable property, bottles, cans, papers, boxes, shopping carts, trash, dirt, feces or other debris on any area of the property so as to be visible from the street to the extent that the condition creates visual blight, imperils the health and safety of the occupants or others, or reduces property values of the area;

...

(w) Deteriorated parking lots, walkways, sidewalks, delivery areas, and other paved surfaces including, but not limited to, those containing pot holes and cracks or inadequate, noncompliant, or broken security lighting;

...

(z) Advertising signs, advertising materials, such as banners and posters, and awnings, upon which the condition of the material has become so deteriorated as to permit tearing, cracking, warping, or excessive fade, dirt, or dust, to the extent that the condition causes visual blight, imperils the health and safety of the occupants or others, or reduces property

values in the area. (Note: graffiti nuisance provisions are specified in Municipal Code Chapter 7.60):

(aa) Advertising signs and advertising materials, such as banners and posters, which obstruct visibility to the extent that the condition imperils the health and safety of the occupants or others.

(ab) Any violation of any Laguna Beach Municipal Code section or any violation of any code adopted by the City.

**SECTION 4. Code Amendment.** Section 7.24.050 of the Laguna Beach Municipal Code

in amended to read as follows (additions made in underline):

Section 7.24.050. Nuisance abatement authority.

(a) Those who are authorized to enforce this chapter and to abate any public nuisance on behalf of the city include: (1) any city official, employee or department identified in any law, ordinance or regulation as responsible for enforcing any law, ordinance or regulation, the violation of which has caused or contributed to the public nuisance on the property, including, but not limited to, the city manager, the building official, community development director, code enforcement officer(s), water quality enforcement staff, any police officer or firefighter; and (2) the office of the city attorney.

(b) Upon discovering a public nuisance, any city official, employee or department who is identified in any law, ordinance or regulation as responsible for enforcing any law, ordinance or regulation, the violation of which has caused or contributed to the public nuisance may do one or more of the following:

(1) In accordance with the summary abatement power set forth in Section 7.24.060, take any reasonable steps to abate the nuisance including, but not limited to, removing, repairing or restoring any land, building, structure, use or condition that constitutes a public nuisance; otherwise, abatement may not be undertaken until the property owner and any persons known to the city to be in possession of the land are provided with notice and an opportunity to be heard in an appeal hearing in compliance with this chapter.

(2) Seek relief from any court to abate the nuisance.

(3) Issue an administrative citation pursuant to the provisions of Chapter 1.15.

**SECTION 5. Severability.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, 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 remainder of this Ordinance. The City Council

hereby declares that it would have adopted this Ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 6.** The City Clerk of the City of Laguna Beach shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the manner required by law in the City of Laguna Beach. This Ordinance shall become effective on the expiration of thirty (30) days from and after the date of its adoption.

ADOPTED this 23<sup>rd</sup> day of July, 2024.

\_\_\_\_\_

Sue Kempf, Mayor

ATTEST:

\_\_\_\_\_

Ann Marie McKay, City Clerk

I, Ann Marie McKay, City Clerk of the City of Laguna Beach, do hereby certify that the foregoing Ordinance No. XXXX was introduced at a regular meeting of the City Council on \_\_\_\_\_, and was finally adopted at a regular meeting of the City Council of said City held on \_\_\_\_\_, by the following vote:

- AYES: COUNCILMEMBER(S):
- NOES: COUNCILMEMBER(S):
- ABSTAIN: COUNCILMEMBER(S):
- ABSENT: COUNCILMEMBER(S):

\_\_\_\_\_

City Clerk, City of Laguna Beach, CA

**RESOLUTION NO 24.XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH, CALIFORNIA, ESTABLISHING THE COMMERCIAL DISTRICT BEAUTIFICATION / PROPERTY MANAGEMENT PROGRAM AND FINDING SUCH PROGRAM CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO STATE CEQA GUIDELINES SECTION 15301**

**WHEREAS**, on January 19, 2024, the City Council, during its annual planning workshop, included as part of its policy initiatives (Reference #9), direction to staff to develop a Commercial District Beautification/Property Maintenance program, including the development of an ordinance; and

**WHEREAS**, City staff developed an ordinance that would amend the City's Municipal Code to further define conditions of a property that constitute a nuisance to ensure that commercial properties are maintained in good condition and to make violations subject to administrative citations in addition to nuisance abatement proceedings; and

**WHEREAS**, City staff developed options for a Commercial District Beautification/Property Maintenance program, including resources to support commercial property owners and tenants in understanding and fulfilling their maintenance responsibilities and incentives for commercial property maintenance improvement projects; and

**WHEREAS**, on June 25, 2024, the City Council provided further direction to staff, including further development of the Commercial District Beautification/Property Maintenance program to establish the following incentives to commercial property owners and tenants: (1) Recognition and Award Program; and (2) Financial Incentive Program (collectively, the "Program").

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH DOES RESOLVE:**

**SECTION 1.** The foregoing recitals are true and correct and incorporated herein by this

reference.

**SECTION 2.** The City Council hereby establishes the Commercial District Beautification/Property Maintenance Program, which provides recognition and awards for qualifying property owners and tenants and incentives for qualifying property owners and tenants, as set forth further in this Section:

**A. Recognition and Award Program**

The City Council hereby authorizes the City Manager or the City Manager's designee to create and implement a recognition and award program to recognize commercial properties that maintain high, exemplary maintenance standards on a consistent basis.

**B. Financial Incentive Program**

1. Total Maximum Refund Amount for Financial Incentive Program. The City Council hereby authorizes a total maximum application fee refund in the amount of \$300,000 to support the projects subject to the Financial Incentive Program described further herein.

2. Refund of Fees for Immediate Code Compliance. Upon evidence of completion of a project, which brings a commercial property within the City into compliance with the City's Municipal Code by eliminating a violation referenced in a notice given under Chapter 7.24 (Nuisance Abatement), the Community Development Director is authorized to reimburse the property owner or tenant, as applicable, the incurred Community Development Department application fees of up to \$10,000 per property. Evidence of completion of a project shall be at the determination of the Community Development Director. This incentive is available for a twelve month period upon adoption of this Resolution and is subject to the total maximum refund amount described further in paragraph 1, above.

3. Refund of Fees for Painting and Signage. Upon evidence of completion of a commercial exterior painting project or commercial signage project, the Community Development

Director is authorized to reimburse the property owner or tenant, as applicable, the Community Development Department application fees incurred for such project. Evidence of completion of a project shall be at the determination of the Community Development Director. This incentive is available for a twelve month period upon adoption of this Resolution and is subject to the total maximum refund amount described further in paragraph 1, above.

**SECTION 3.** Based on the review of the entire record, the City Council hereby makes the following findings with respect to the California Environmental Quality Act (“CEQA”). The Project is categorically exempt from the provisions of CEQA in accordance with Section 15301 of the State CEQA Guidelines, which applies to projects that consist of the operation, repair, maintenance, or minor alteration of an existing public or private structures, facilities, mechanical equipment, or topographical features. Here, the City Council’s action adopting the Program may result in repair, maintenance, or minor alteration of private commercial properties within the City and, therefore, such action qualifies for this exemption.

None of the exceptions to the use of the categorical exemptions identified in State CEQA Guidelines section 15300.2 apply. The Project will not result in a cumulative impact from successive projects of the same type in the same place, over time. Moreover, there are no unusual circumstances surrounding the Project that would result in a reasonably possibility of a significant effect on the environment. Additionally, the Project will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources. The Project will not cause a substantial adverse change in the significance of a historical resource. Finally, the Project does not include any hazardous waste sites. Thus, Classes 1 and 4 exemptions apply, and no further environmental review is required. The City Council directs staff to file a Notice of Exemption with the County of Orange County within five (5) days of adoption of this Resolution.

**SECTION 4.** The documents and materials that constitute the record of proceedings on

which this Resolution has been based are located at City Hall, 505 Forest Avenue Laguna Beach, CA 92651. The custodian of the record of proceedings is the Director of Community Development.

**SECTION 5.** If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of the Resolution are severable.

**SECTION 6.** This Resolution shall become effective immediately.

ADOPTED this 23rd day of July, 2024.

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Sue Kempf, Mayor

ATTEST:

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Ann Marie McKay, City Clerk

I, Ann Marie McKay, City Clerk of the City of Laguna Beach, California, do hereby certify that the foregoing Resolution No 24.XXX was duly adopted at a Regular Meeting of the City Council of said City held on July 23, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

---

Ann Marie McKay, City Clerk



**Commercial District Beautification/Property  
Maintenance  
Inspection Checklist**

DRAFT

**Commercial District Beautification/Property Maintenance**

Site Address: \_\_\_\_\_

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

Inspector: \_\_\_\_\_

<b>Exterior Maintenance</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Buildings, walls, roofs, windows, doors, fences or structures upon which the condition of the paint, stain, varnish or other weatherproof coating has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping, or termite infestation to the extent that the condition causes visual blight, imperils the health and safety of the occupants or others, or reduces property values in the area.				
The accumulation of significant amounts of personal or moveable property, bottles, cans, papers, boxes, shopping carts, trash, dirt, feces or other debris on any area of the property so as to be visible from the street to the extent that the condition creates visual blight, imperils the health and safety of the occupants or others, or reduces property values of the area.				
Deteriorated parking lots, walkways, sidewalks, delivery areas, and other paved surfaces including, but not limited to, those containing pot holes and cracks or inadequate, noncompliant, or broken security lighting.				

Signage, Advertising, and Awnings	Yes	No	N/A	Comments
Advertising signs, advertising materials, such as banners and posters, and awnings, upon which the condition of the material has become so deteriorated as to permit tearing, cracking, warping, or excessive fade, dirt, or dust, to the extent that the condition causes visual blight, imperils the health and safety of the occupants or others, or reduces property values in the area.				
Advertising signs and advertising materials, such as banners and posters, which obstruct visibility to the extent that the condition imperils the health and safety of the occupants or others.				
Any violation of any Laguna Beach Municipal Code section or any violation of any code adopted by the City.				