

AGREEMENT

This Agreement ("Agreement") is entered into on September 16, 2025, by and between the City of Redondo Beach, a chartered city and municipal corporation ("City"), and Choice Mediation ("Choice"), a Sole Proprietorship.

RECITALS

- A. City desires to engage professional community-based dispute resolution services for the benefit of City residents and businesses and as a hearing officer on administrative matters on an as needed basis.
- B. Choice represents that it possesses the qualifications, experience and expertise to provide such services.

NOW, THEREFORE, in view of the foregoing and the covenants contained herein, the parties mutually agree as follows:

- 1. Services: Choice will provide services to the City as set forth in the Program of Services attached hereto as Exhibit "A" and incorporated herein by reference. Any services proposed or requested in addition to those included herein must be agreed to in writing by the parties. All services provided by Choice shall be performed to the highest quality professional standards of diligence and skill, and in compliance with all applicable laws of City, state and federal governments.
- 2. Compensation: City agrees to pay Choice, as full compensation for the services to be performed pursuant to this Agreement, the amount set forth in the Fee Schedule attached hereto as "Exhibit B" and incorporated herein by reference. Compensation under this Agreement shall not exceed \$18,500 per fiscal year (July 1st to June 30th) absent a written amendment to this Agreement. Notwithstanding the foregoing, compensation under the Initial Term as defined in Section 3, shall not exceed \$15,000. In no event shall the total compensation payable to Choice under this Agreement, including all renewal terms, exceed \$52,000. Choice shall not be entitled to any additional compensation for expenses except by prior written authorization of City. City agrees to pay Choice monthly for services performed under this Agreement within thirty (30) days of receipt of an invoice from Choice in a format approved by the City Manager. Choice shall accompany each invoice for payment with a written report containing the following information: Cases opened, name of clients, nature of dispute, referral source, disposition of dispute, information and referrals, as well as outreach activities including meetings with City staff, community groups and agencies. For any information in the report that is prepared for the purpose of, in the course of, or pursuant to a mediation or a mediation consultation under California Evidence Code § 1119, Choice shall obtain written consent from all mediation participants prior to disclosure, authorizing such disclosure to the City. Such consent must specifically identify the information or materials to be disclosed and be signed by all participants.
- 3. Term: The term of this Agreement shall commence on September 17, 2025, and expire June 30, 2026, unless otherwise terminated as provided herein ("Initial Term"). Thereafter, this Agreement shall automatically renew for subsequent one-year terms, up to a maximum of two years (each a "Renewal Term"), with each Renewal Term commencing on July 1 and expiring

on June 30 of the following fiscal year, unless the City Manager or designee provides written notice of nonrenewal at least fifteen (15) days prior to the expiration of the current term. Such written notice of nonrenewal shall be deemed valid if executed by the City Manager or designee. The total duration of the Agreement, including renewals, shall not continue beyond June 30, 2028. This Agreement may be extended by mutual agreement in writing by City and Choice.

4. Status of Choice as Independent Contractor: Choice is an independent contractor in all respects in the performance of this Agreement and shall not be considered an employee of the City for any purpose. City shall not assume any liability for payment of any salaries, wages or compensation, including for injury or sickness, to any Choice personnel or subcontractor(s) performing services under this Agreement, and such personnel or subcontractor(s) shall have no right to any City service, status or benefit under this Agreement.
5. Liability: Choice agrees to indemnify, defend and hold harmless City, its officials, officers, agents, employees, and representatives from and against all claims, liabilities, damages, causes of action or judgments (including reasonable attorney fees and costs of suit) arising from Choice's willful misconduct, negligent actions or omissions during its performance of services under this Agreement. Choice further agrees at its expense to procure and maintain in effect during the term of this Agreement a policy of comprehensive commercial liability insurance from a carrier approved by City with limits of liability not less than \$1,000,000 each occurrence, \$2,000,000 aggregate protective and contractual, and \$2,000,000 aggregate products, which policy shall name City and its officers, employees and agents as additional insureds and not be subject to cancellation absent thirty days advance notice to City. Insurer shall have an A.M. Best's rating of not less than A- VII unless otherwise approved by City.
6. Subcontracts: Any subcontracts entered into by Choice for services to be rendered under this Agreement shall be for Choice's benefit alone and, as such, shall be its responsibility with no liability resting on City. Choice shall ensure that all subcontractors comply with the terms of this Agreement.
7. Default: In the event that Choice is in default under the terms of this Agreement, it is expressly agreed that City, after providing a reasonable opportunity to cure the default, shall have no obligation or duty to continue compensating Choice for any work performed after the date of the default.
8. Mediation of Disputes: The parties agree that in the event a dispute arises in the performance of this Agreement, prior to commencing litigation the parties shall agree to mediate their dispute. The parties shall mutually agree upon the selection of the mediator of any and all disputed claims.
9. Reimbursement: Each party agrees that in the event of a court determination that a party is in material default in the performance of this Agreement, the defaulting party will reimburse the non-defaulting party for all expenses (including reasonable attorney's fees) incurred by such non-defaulting party in connection with enforcement of its rights by such non-defaulting party in connection with enforcement of its rights under this Agreement.

10. Conflict of Interest: Choice shall avoid activities that may result in a conflict of interest in fact or the appearance of a conflict of interest relating to its performance under this Agreement.
11. Notices: Notices shall be given pursuant to this Agreement on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City: City of Redondo Beach
Office of the City Attorney
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joy A. Ford, City Attorney

Choice: Choice Mediation
P.O. Box 58
Redondo Beach, CA 90277
Attention: Coleen Berg

The notices shall be deemed to have been given as of the date of personal service, or as of the date of deposit of the same in the custody of the United States Postal Service.

12. Amendments: This Agreement may be amended so long as such amendment is agreed upon in writing by City and Choice.
13. Termination: Either City or Choice may terminate this Agreement without cause so long as written notice of intent to terminate is given by the other party at least thirty (30) days prior to the termination date. Upon receipt of a termination notice by City, Choice shall promptly discontinue all services affected (unless the notice directs otherwise), and shall promptly deliver to City all data, reports, summaries and such other information and materials as may have been accumulated by Choice in the performance of this Agreement, whether completed or in progress. Choice shall be entitled to reasonable compensation for the services it performed up to the date of termination.
14. Assignment: Choice shall not assign, transfer, or delegate any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the City. Any attempted assignment, transfer, or delegation without such consent shall be null and void.
15. Entire Agreement: This document constitutes the entire Agreement between the parties and there are no other agreements, expressed or implied, except as provided in this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, that City has by action of its City Council authorized this Agreement to be executed for an on behalf of the City of Redondo Beach by the Mayor and that Choice has caused same to be executed by its Sole Proprietor.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CHOICE MEDIATION,
a Sole Proprietorship

James A. Light, Mayor

DocuSigned by:

09C3C75244544EC

Coleen Berg, Sole Proprietor

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT A
CHOICE MEDIATION
PROGRAM OF SERVICES

The following services will be provided by CHOICE MEDIATION to the City of Redondo Beach.

About the Provider: Choice Mediation is a Sole Proprietorship, owned and operated by Coleen Berg, Mediator. Coleen Berg will act as an impartial mediator to assist participants in compromising, settling and/or resolving issues and to aid them in resolving any conflicts or disputes which may arise during the course of this mediation.

Resolution Services: Choice Mediation will provide mediation and facilitation services to the residents of Redondo Beach at the City's request. Services can include, but not limited to, view related issues, neighbor-to-neighbor, noise nuisance, property use/condition. This process may include phone consultation, face-to-face or a combination of both. The goal of the process is to assist participants to reach a mutually agreed upon resolution that results in either a verbal agreement or written. Every effort will be made by the mediator to help residents reach a resolution; the final product is the result of the participants efforts. The mediator is not Party to any agreements, and shall have no responsibility or liability for any costs or damages that arise out of said agreement. Additional services can be discussed upon request.

Confidentiality: Mediation is a confidential process and protected by the California Evidence Code. If requested by the City, documents can be provided if permission is given by all participants. Upon completion of the process the mediator is authorized to provide the City with the following information: 1- if all parties participated in good faith, and 2- if there was a mutually agreed upon resolution achieved.

Monitoring and Evaluations: The City will monitor and evaluate the performance of the Choice's services and activities and will have access and other documents related to the Choice's performance except as they may be protected by the California Evidence Code. During such a review, the confidentiality of persons utilizing the Choice's services shall be respected. These evaluation reviews will focus on the effectiveness of the Choice's program, the impact of its services on the community, and the extent to which the Choice's services address the concerns and priorities of the City.

Contact Person: Coleen Berg, choice Mediation PO Box 58, Redondo Beach, CA 90277. Phone 310-512-6078. Email choicemediation@yahoo.com. Web site www.choice-mediation.com.

EXHIBIT B

FEE SCHEDULE

\$165 per hour with a not to exceed amount of \$18,500.00 per fiscal year.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/25

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPLETE EQUITY MARKETS INC 1190 Flex Court Lake Zurich, IL 60047 dba Complete Equity Markets Insurance Agency, Inc. (CASL#0D44077)	CONTACT NAME: COMPLETE EQUITY MARKETS, INC PHONE (A/C, No. Ext): (847)541-0900 E-MAIL ADDRESS: FAX (A/C, No): (847)541-0444
INSURED Coleen Berg/Choice Mediation 4703 Merrill Street Torrance, CA 90503	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyd's, London INSURER B: National Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 15792 22608

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		1500483	07/01/25	07/01/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability	X		JQF1805057	11/01/24	11/01/25	Each Claim Aggregate \$ \$1,000,000 \$ \$1,000,000

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

Subject to all terms, conditions, exclusions and endorsements of each respective policy. The City of Redondo Beach, CA, is listed as an Additional Insured but only per the terms & conditions of the endorsement generated for each respective policy and subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER**CANCELLATION**

The City of Redondo Beach, CA
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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